

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

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**EMPLOYMENT 2013-2014**

**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Annette Dambrosio	Accreditation Coordinator	05/22/14 – 06/30/14	\$69.25 hr.
Priscilla Hernandez-Neil	Speaker/Guest Professor	06/12/14 – 06/12/14	\$58.60 hr.

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**EMPLOYMENT 2014-2015**

**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adil Ahmed	Senior Accountant (Range 21/Step 5)	09/08/14
Marielle Calara	Executive Coordinator, Human Resources (Range 35/Step 3)	07/21/14
Penelope Crouse-Feehan	Temporary FT Head Coach Women's Softball	Fall 2014 Only
Isaias Loza	Grounds Maintenance Technician (Range 10/Step 3)	07/30/14

**Change in Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Salvatore Abbate	From Interim Administrative Assistant IV to Administrative Assistant IV	08/21/14

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**Wade Larson, D.M.**

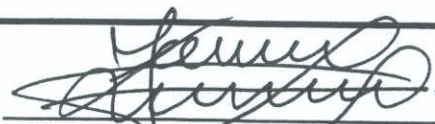
Associate Vice President, Human Resources

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August 8, 2014

**Date Submitted**

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

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August 8, 2014

**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
 Governing Board Meeting  
 August 20, 2014  
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**Change in Assignment – Continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Rachel Ancheta	From HR Generalist to HR Manager (Range 42/Step 1)	09/01/14
Patrice Spann	From Children's Program Assistant to Children's Program Specialist (Range 12/Step 3)	08/13/14

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dawn Anderson	Children's Program Assistant	07/01/14 – 07/24/14	\$14.58 hr.
Brenda Arnold	Student Services Assistant II	07/01/14 – 09/01/14	\$16.56 hr.
Emily Blair	Summer Laboratory Curriculum	07/01/14 – 08/13/14	\$69.25 hr.
Angela Buford	Executive Coordinator	07/23/14 – 08/08/14	\$27.31 hr.
Garrett Croker	Summer Laboratory Curriculum	07/01/14 – 08/13/14	\$50.53 hr.
Bianca Curry	Office Assistant	07/01/14 – 06/30/15	\$10.60 hr.
Annette Dambrosio	Accreditation Coordinator	07/01/14 – 08/13/14	\$69.25 hr.
Lisa Dillard	Administrative Assistant III	07/21/14 – 09/21/14	\$18.10 hr.
Lisa Dillard	Curriculum Specialist	09/22/14 – 06/30/15	\$19.93 hr.
Jennifer Genis	Laboratory Assistant	07/01/14 – 06/30/15	\$15.88 hr.
Barbara Gravely	Laboratory Assistant	07/01/14 – 06/30/15	\$20.65 hr.
Ron Harrow	Prepare for Success Math Enrichment	07/01/14 – 08/07/14	\$62.64 hr.
Paul Hidy	Curriculum Dev., Advisory Committee Dev., Outreach & Research	08/21/14 – 11/30/14	\$66.67 hr.
Tonya Kent	Student Services Generalist	07/01/14 – 12/31/14	\$15.88 hr.
Jeffrey Kissinger	Welding Curriculum Dev.	08/21/14 – 12/31/14	\$54.56 hr.
Laura Laraya-Convento	Business Operations Coordinator	09/01/14 – 10/31/14	\$27.31 hr.
Jerry Lowe	Laboratory Technician	07/01/14 – 06/30/15	\$23.55 hr.
Carica Macariola	Kinesiology/Athletic Assistant II	08/01/14 – 09/30/14	\$14.87 hr.
Christopher McBride	Summer Laboratory Curriculum	07/01/14 – 08/13/14	\$69.25 hr.
Micaela Medina	Geriatric Content Instructor	07/01/14 – 06/30/15	\$46.49 hr.
Ricardo Mejia	Office Assistant	07/01/14 – 06/30/15	\$10.60 hr.
Joshua Scott	Laboratory Data Analysis	07/01/14 – 08/13/14	\$62.64 hr.
Joshua Scott	Summer Laboratory Curriculum	07/01/14 – 08/13/14	\$62.64 hr.
Erika Smith	Laboratory Technician	07/01/14 – 06/30/15	\$20.65 hr.
JoAnne Strickland	Data Analysis Classes	08/22/14 – 06/30/15	\$58.59 hr.
Jotinder Takhar	Children's Program Specialist	08/06/14 – 08/07/14	\$18.90 hr.
Ryan Tipton	Theater Technician	08/07/14 – 06/30/15	\$13.00 hr.
Dan Ulrich	Curriculum Dev., Outreach & Research	08/21/14 – 11/30/14	\$54.57 hr.
Tracie White	UMOJA Counselor	07/28/14 – 08/08/14	\$60.62 hr.
Michell Williams	Student Services Assistant I	08/21/14 – 03/21/15	\$14.58 hr.



SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
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**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Greg Begin	Workshop Presenter	08/12/14 – 08/12/14	\$265.00
Greg Begin	Workshop Presenter	09/09/14 – 09/09/14	\$265.00
Sherry Currie-Proctor	Workshop Presenter	08/11/14 – 08/27/14	\$960.00
Sherry Currie-Proctor	Workshop Presenter	09/08/14 – 09/24/14	\$480.00
Patrick Johannessen	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Jacqueline Jones	Workshop Presenter	08/15/14 – 08/19/14	\$480.00
Jacqueline Jones	Workshop Presenter	09/02/14 – 09/19/14	\$480.00
Kerry Pilley	Workshop Presenter	08/18/14 – 08/19/14	\$480.00
Kerry Pilley	Workshop Presenter	09/15/14 – 09/16/14	\$480.00
Noel Vargas	Workshop Presenter	08/11/14 – 08/28/14	\$1,920.00
Noel Vargas	Workshop Presenter	09/04/14 – 09/25/14	\$1,920.00
Tyffany Wanberg	Workshop Presenter	08/12/14 – 08/28/14	\$2,160.00
Tyffany Wanberg	Workshop Presenter	09/03/14 – 09/30/14	\$2,160.00

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Fiscal Services	Christopher Badette	Volunteer General Office Assistant from July 2014 – August 2014.
Fiscal Services	Richarde Love Lyndy Laguerre	Volunteer General Office Assistant from July 2014 – August 2014.

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Christopher Max Hartman	Alternate Media Specialist	08/02/14
Julie Williams	Student Services Generalist	08/23/14
Eric Vlnar	Grounds Maintenance Technician	08/20/14

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

07/07/2014	Vendor Payment	2511055837-2511055840	\$63,837.74
07/07/2014	Vendor Payment	2511055841-2511055912	\$332,140.76
07/10/2014	Vendor Payment	2511055913-2511056023	\$28,359.04
07/14/2014	Vendor Payment	2511056024	\$11,900.00
07/14/2014	Vendor Payment	2511056025-2511056028	\$18,581.12
07/14/2014	Vendor Payment	2511056029-2511056031	\$10,431.94
07/14/2014	Vendor Payment	2511056032-2511056035	\$20,121.54
07/14/2014	Vendor Payment	2511056036-2511056095	\$216,617.29
07/21/2014	Vendor Payment	2511056096-2511056097	\$5,309.05
07/21/2014	Vendor Payment	2511056098-2511056183	\$246,467.41
07/23/2014	Vendor Payment	2511056184-2511056185	\$29,792.93
07/23/2014	Vendor Payment	2511056186-2511056187	\$27,547.25
07/23/2014	Vendor Payment	2511056188-2511056189	\$500,257.99

CONTINUED ON NEXT PAGE:

Government Code: Board Policy: 3240 Estimated Fiscal Impact: \$2,792,840.05  
ECS 70902 & 81656

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7209

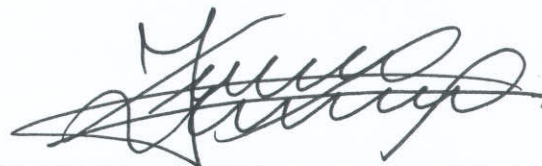
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 8, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

August 8, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

07/24/2014	Vendor Payment	2511056190-2511056254	\$13,300.50
07/28/2014	Vendor Payment	2511056255-2511056308	\$612,247.63
07/30/2014	Vendor Payment	2511056309-2511056371	\$138,373.58
08/04/2014	Vendor Payment	2511056372-2511056443	\$215,169.81
08/06/2014	Vendor Payment	2511056444-2511056447	\$127,164.90
08/06/2014	Vendor Payment	2511056448-2511056451	\$80,651.15
08/06/2014	Vendor Payment	2511056452-2511056456	<u>\$94,568.42</u>
		<b>TOTAL</b>	<b>\$2,792,840.05</b>

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

AGENDA ITEM 11.(d)  
MEETING DATE August 20, 2014

**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**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Le Keisha Bellamy	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$6,000.00
Charles Box	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$4,500.00
Guy L. Holmes	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$6000.00
Regina Levy	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$6000.00
Edward Marks	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$6,000.00
Lorraine Merrida-Roos	Co-manage the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$19,800.00

**Yulian I. Ligioso**

Vice President, Finance and Administration

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

August 8, 2014

**Date Submitted**

August 8, 2014

**Date Approved**



**Academic Affairs (Cont'd)**  
**Diane White, Interim Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Danette Mitchell	Tutoring services related to the Workforce Investment Board HYPE Grant	July 1, 2014 – June 30, 2015	Not to exceed \$4,500.00
Eric Ryan	Provide strategic planning consulting services for the Small Business Sector	August 21, 2014 – June 30, 2015	Not to exceed \$8,000.00
Amelia Schulz	Small Business Knowledge Communities Convener for the Far North Region	August 21, 2014 – June 30, 2015	Not to exceed \$4,500.00

**School of Career Technical Education and Business**  
**Máire Morinec, Dean**

Deborah J. Garcia	To provide CTE Transitions education, assistance to achieve SCC articulated credit, and training for CATEMA software system	August 8, 2014 – June 30, 2015	Not to exceed \$9,120.00
Cole Communications, Inc.	Provide editing, review and updates of the Solano Community College Biotech web copy	August 21, 2014 – December 31, 2014	Not to exceed \$7,000.00

**Small Business Development Center**  
**Charles Rieger, Interim Director**

Tom Camerato	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$9,500.00
Martha Christopher	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$4,040.00
Ali Ghandchi	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$2,000.00

**Small Business Development Center (Cont'd)**  
**Charles Rieger, Interim Director**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Tara Lynn Gray	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$23,000.00
Ervin Floyd Hicks	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$7,500.00
Carolynne Higgins	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$13,000.00
Jerry Ann Jinnet	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$6,500.00
Teri Johnson	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$3,500.00
Robert Lane	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$2,500.00
Anni Minuzzo	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$3,500.00
Jill Oyoung	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$4,040.00
Birgit Rickert	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$3,500.00
Charles Rieger	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$5,000.00
Randall Shores	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$15,000.00
Sandy Stelter	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$25,000.00
Michelle Stephens	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$45,000.00
Roger Studebaker	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$15,000.00
Albert Sullivan	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$3,000.00



**Small Business Development Center (Cont'd)**  
**Charles Rieger, Interim Director**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Diana Thomas	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$2,000.00
Greg Weinerth	SBDC training/counseling	July 1, 2014 – June 30, 2015	Not to exceed \$3,000.00

**Student Services**  
**Shirley Lewis, Dean**

Lee Y. Woo Institute	To provide sex education outreach at the campuses in Fairfield, Vacaville, and Vallejo	September 9, 2014 – April 16, 2015	Not to exceed \$2,000.00
Diane Crosley-Mayers	Provide services for UMOJA Program	August 7, 2014 – June 30, 2015	Not to exceed \$13,000.00
Lesli Lewis	Provide services for UMOJA Program	August 21, 2014 – June 30, 2015	Not to exceed \$8,000.00
Anita Ross	Develop and facilitate personal development workshops for SCC Students	August 1, 2014 – June 30, 2015	Not to exceed \$5,000.00

**Superintendent-President's Office**  
**Jowel Laguerre, Ph.D., Superintendent-President**

Charles Rieger	Acting Dean of the SCC Workforce Development and Continuing Education Department (WDCE)	August 1, 2014 – October 31, 2014	Not to exceed \$26,952.93
Charles Rieger	Manage and execute the CDBG Grant for the Workforce Development and Continuing Education Department	November 1, 2014 – June 30, 2015	Not to exceed \$71,874.48

AGENDA ITEM 11. (e)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN BAY AREA MODELS' GUILD (BAMG) AND  
SOLANO COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The School of Liberal Arts requests that the District enter into a two-year renewable contractual MOU with Bay Area Models' Guild to provide for the screening, hiring, scheduling, and billing of all models that are used for instruction in courses that require live models. This will provide a more efficient and reliable process that better serves our students. The estimated fiscal impact does not represent an increase in the School's normal operating budget.

*Government Code: N/A Board Policy: 3220 Estimated Fiscal Impact: Not to exceed \$7,000 per yr*

**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

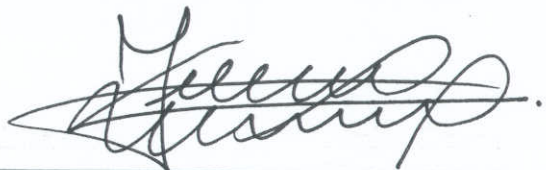
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



MEMORANDUM of UNDERSTANDING  
between  
SOLANO COMMUNITY COLLEGE DISTRICT,  
on behalf of the SCHOOL OF LIBERAL ARTS  
of SOLANO COMMUNITY COLLEGE,  
and the  
BAY AREA MODEL'S GUILD

This Memorandum of Understanding (also know as the "MoU" or the "Agreement") is entered into this \_\_\_\_th day of \_\_\_\_\_, 2014 by and between the Bay Area Models' Guild (a.k.a. "BAMG" or "Guild") and the Solano Community College District (a.k.a "SCCD" or "District") on behalf of the School of Liberal Arts (a.k.a "School") of Solano Community College (a.k.a. "SCC" or "College").

**RECITALS**

A) This is the second Agreement between SCCD and the BAMG for providing models for art classes.

**MEMORANDUM of UNDERSTANDING**

- 1) Term: The term of this Agreement shall be August 1<sup>st</sup>, 2014 through June 30<sup>th</sup>, 2016.
- 2) Providing Models for Art Classes: The Guild shall provide models for classes & workshops for the School as requested by the School, whether the School's classes & workshops are held on SCCD property or elsewhere.
- 3) Client Guidelines of the Bay Area Models' Guild: The Guild's *Client Guidelines* are incorporated herein (see Attachment A) and are agreed to by the School, the District and the Guild, apart for the expectations and modifications of these guidelines noted elsewhere in this Agreement.
- 4) Scheduling Bookings: The School will notify the Guild of its modeling needs in accordance with the attached *Client Guidelines* [see Attachment A, item 1) *Scheduling Bookings*]. If photography or video of the model is needed for a particular booking, the Guild's Booking Coordinator **must** be told those details at the time of the request. When and if one model must substitute for another the Guild shall inform the School instructor at least 24 hours before the scheduled session, if reasonably possible.
- 5) Props, Costumes & Model Stands: The management and care of the School's props, costumes and model stands will remain a responsibility of the School. Guild models may use these props, costumes and model stands as needed in the normal performance of their modeling services for the School. Guild models may also bring their own props and costumes as appropriate. If a School instructor needs a model for a specific School costume those details must be told to the Guild's Booking Coordinator when requesting the booking (so an appropriate model can be scheduled).
- 6) Independent Contractor Status: The District and the Guild agree that the Guild is an independent contractor and not an employee of the College nor the District. Models sent by the Guild to classes and workshops for the School are independent contractors associated with the Guild and are neither employees of the College, the District nor the Guild.
- 7) Indemnification: The Guild will require each Guild member that is scheduled to work at the College to sign a one-time release (see Attachment C) on behalf of the District that will be filed with the School prior to a Guild member providing modeling services to the college. This release (approved by the District) is intended to cover the entire District. The Guild will send this model-



signed form on to the School prior to the scheduled booking. The School will give the model a completed District-signed copy at or before that model's first scheduled booking at the College.

**8) Payments & Billing: a) Invoicing:**

**i) The District has two payment options:**

*Option One:* The District can pay for all its planned model related expenses *in advance* at the beginning of each academic session (fall, winter/spring, summer and any possible inter-sessions). If this option is chosen, the District shall transfer to the Guild at the beginning of each academic session an amount it estimates will cover the cost of modeling fees plus the cost of the model payment series provided by the Guild [detailed in sub-section **iii**)] for that session. The District will increase the amount in a timely manner held by the Guild for any given session if it appears there will be a shortfall. The Guild can and will provide an invoice at the beginning of each session for the planned model needs for that upcoming session, if requested (if that paperwork is helpful to the District). If Option One is chosen but not paid in a timely manner or if there is a shortfall, then Option Two will be the default option and course of action.

*Option Two:* The District can (or must) pay on a monthly basis. The Guild will send an invoice about the 20<sup>th</sup> of each month to the School for services rendered for the previous month.

For either option, the District will pay each invoice in full within one month of receiving it. The Guild will pay the models each month for the School's funds held by the Guild. The Guild will provide the School with a monthly account and activity report of those funds.

**ii)** The District agrees that it will pay the appropriate hourly rates as listed on the Guild's rate sheet, incorporated herein (see Attachment B), for modeling services performed by Guild models for the School. The Guild reserves the right to change its rates, but agrees to give the District at least one-year advance notice of any change in rates. It is agreed that there will be a minimum modeling assignment of three hours for each modeling session. Longer sessions are O.K. and are determined by the needs of the School. Neither the District nor the Guild are responsible for travel and other related expenses incurred by models in the normal performance of their services as models and independent contractors. Bookings made with Guild models below Guild rates and hourly minimum will not be honored nor compensated by the Guild. The Guild will only compensate modeling services rendered by BAMG member models that are booked through the Guild.

**iii)** In addition to modeling fees, there will be a Service Fee of 5% of all billable modeling fees for the model payment services provided by the Guild added to each invoice or deducted from the School's account depending on which payment option is implemented. These services include, for each model: Collection of the appropriate paperwork from new models, making the appropriate payments for their modeling services and producing the required 1099's each January.

**iv)** The District shall be responsible for any late fees and penalties if payment of any invoice is delayed. Payments from the district are credited to the School's account to the month in which they are deposited regardless of when the check was written or sent; payments once received will be promptly deposited by the Guild. Unpaid invoices more than one month late (two months from the date of the invoice) are subject to a 15% Late Payment Fee (simple interest) for each full month or portion of a month the late debt is unpaid. In addition, excessive or unusually large negative account balances are subject to a



\$50 per month Negative Account Balance Fee as long as the excessive or unusually large negative account balance is maintained. *(To avoid the Negative Account Balance Fee it is recommended, but not required, that the District keep a sum on account with the Guild that is slightly larger than the amount it plans on spending on modeling fees during the busiest model-use month of the year, plus 5% of that amount for the model payment services noted above, if Option Two above is the invoicing method being implemented. The busiest model-use month is the month with the most model hours booked. If Option One above is the invoicing method being implemented it is unlikely the Negative Account Balance Fee will ever come into play.)*

**v)** The Guild may waive some or all of the fees as detailed in sub-sections **ii)** and **iv)** above in unusual or special circumstances.

**b)** Any unspent money in the School's account held by the Guild at the end of each month will be carried over and credited to the School's account for use at the beginning of the next month. In the advent of a lengthy period of time (more than two months) between academic sessions (fall, winter/spring, summer and any possible inter-sessions) when no models are required by the School, the Guild shall return any unspent money to and at the written request of the District.

**c)** As defined in item **5)** Too-Lates & No-Shows of the Client Guidelines (see Attachment A), if a model is "too-late" or "no-shows" (whether or not a replacement can be found for that booking), instead of the free model at a later date, a credit for a free model (equal to the cost in model fees for the affected booking) will be applied to the School's account at the expense of the Guild. This is contingent upon the instructor for who the model no-showed, presorting the no-show to the Guild's Booking Coordinator and/or the School's Guild liaison (who then must report it to the Guild's Booking Coordinator).

**d)** Sections **a)** thru **b)** above [in this item **8)** Payments & Billing] supersede item **6)** Payment Policy of the Client Guidelines (see Attachment A). Section **c)** only modifies **5)** Too-Lates & No-Shows of the Client Guidelines (see Attachment A) with otherwise still applies.

**9)** Termination: **a)** In the event that the District (which includes the School) or the Guild fails to perform any of the obligations under this Agreement, this Agreement may be terminated by the other party, which shall be effective after two months' written notice [as described in item **15)** Written Notice below] to the other party. Any money still held by the Guild that is not payable to models or the Guild for services rendered shall be returned to the District within one month after the effective termination date.

**b)** This item **9)** is in addition to item **16)** Relationship Termination of the Client Guidelines (see Attachment A).

**10)** Non-waiver: The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**11)** Assignment: Neither party has any authority to assign this Agreement without the written consent of the other party.

**12)** No Authority to Bind: Neither party has any authority to enter into contracts or agreements on behalf of the other. This Agreement does not create a partnership between the parties.



**13) Declaration by Contractor:** The Guild declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**14) Severability:** If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

**15) Written Notice:** a) All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid and addressed to:

Solano Community College District  
Yulian Ligioso, CPA  
Vice President, Finance &  
Administration  
Solano Community College  
4000 Suisun Valley Rd.  
Fairfield, CA 94534-3197

Bay Area Model's Guild  
c/o Cat Bodnar  
BAMG Treasurer  
2340 Powell St., #254  
Emeryville, CA 94608

b) Either party by a written notice to the other party may change the address of notice or the names of the person or parties to receive written notice.

**16) Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of the Agreement shall be in Fairfield, CA

**17) Non-Discriminatory Employment Practices:** It shall be the policy of the SCCD and the BAMG with respect to the implementation of this Agreement to provide equal employment opportunities (including work assigned to independent contractors) without regard to race, color, national origin, ethnicity, religion, age, gender, marital & military status, sexual & gender orientation, and physical & mental disability.

**18) Entire Agreement/Modification:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the date specified immediately adjacent to their signatures below.

For SCCD

For the BAMG

By:

By:

\_\_\_\_\_  
Yulian Ligiosco, CPA

\_\_\_\_\_  
Cat Bodnar

Vice President, Finance &  
Administration

BAMG Treasurer

Date:

Date:





**BAY AREA MODELS GUILD**  
**2340 Powell St., #254**  
**Emeryville, CA 94608**  
**510 393-4382**  
**[www.bayareamodelsguild.org](http://www.bayareamodelsguild.org)**

**CLIENT GUIDELINES as of July 2011.**

The Guild has been connecting Artists & Models since 1946! All new clients are required to fill out a client application and have that application approved before booking a model. A Guild client is expected to follow BAMG booking protocol. By signing the form you are in agreement with the terms and rules of the BAMG, including but not limited to these guidelines. All required fees & model payments must be paid promptly or future bookings will be affected.

**1) SCHEDULING BOOKINGS:** To book a model contact the Guild's Booking Coordinator, Denise, at Denise.BAMGBookings@yahoo.com or (510) 393-4382 during her office/call in hours. Please call or check the website for current office/call in hours. Messages may be left at anytime but most calls are returned during bookings hours. Most complex bookings (such as a series of dates or special requests) are recommended to be sent by e-mail or letter; please indicate a preferred time for a return phone call if you are unavailable during booking hours. ~ There is a three-hour minimum for each booking, except photo & video [see Item 14) below]. ~ Client booking requests must be received with at least one week (seven calendar days) notice to book a model. Three weeks (twenty-one calendar days) notice is usually required for special requests (i.e. specific model, body type, multiple-session bookings, body casting, photo or video sessions, or "out-of-town" bookings). No guarantees for late requests. Clients with excessive late requests may be charged a \$15 late booking fee, payable immediately to the BAMG at the address above. ~ Please note there are no office/call in hours on the following holidays: Martin Luther King Day, César Chávez Day, May Day, Memorial Day, July 4th, Labor Day, Thanksgiving Weekend (that Thursday thru Sunday) & during the holiday season Dec. 15th thru Jan. 1st.

**2) BOOKING MODELS DIRECTLY:** Circumventing the Booking Coordinator is strongly discouraged because it causes scheduling problems. If a client does book a Guild model directly, it is the responsibility of both client and model to report the booking promptly to the Booking Coordinator, including rescheduling a booking for any reason, extending repeat/on-going bookings, & special arrangements. If a double booking occurs as a result of not reporting a booking, the client is responsible for paying both models. (In case of a Guild booking error, the Guild will pay for the 2nd model.)

**3) CANCELLATIONS:** At least one week (seven calendar days) notice is required to cancel a booking or the full model's fee will be charged. Exceptions [such as Item 7) below] are rare and on a case-by-case basis.

**4) LATE MODEL:** A model who is ten or fewer minutes late should make up the time from breaks or at the end of the session. If a model arrives more than ten minutes late a proportionate amount may be deducted from their pay. If a model has not arrived after twenty minutes, this qualifies as a no-show [see Item 5) below], a substitute model may be requested right then if the Booking Coordinator is available.

**5) NO-SHOWS:** If a model does not appear for a scheduled booking or is late by twenty or more minutes due to model or Guild error, the Guild will send you a free model at a later date or that day as a replacement model. If a no-show is reported promptly, the Booking Coordinator if available, may be able to send an immediate replacement. If you booked a Guild model independently [see Item 2) above], the Guild is not responsible for replacing that model in case of a no-show.

**6) PAYMENT POLICY:** If models are not paid directly after a session, then mailed payments must be received within 30 days or a \$10 late fee for each month or portion of a month payment is late may be assessed payable to the model.

**7) STRIKE POLICY:** Guild models reporting to Guild bookings will not cross picket lines. Clients are responsible for notifying the Guild in a timely manner of any scheduled bookings that may be adversely affected by a strike.



Failure to do so will result in the Client still owing the full model fees to the model for arriving at such scheduled bookings.

**8) REST PERIODS & POSING:** Guild models pose for 20 minute sets and break for 5 minutes in between each set. Only with the model's agreement and understanding will poses longer than 20 min. or repeated for subsequent 20 min. sets be required of the model. Poses longer than 20 min. must also have proportionately longer breaks. Models are not expected to take poses that are painful, unusually difficult, harmful, indiscriminate or exploitative. Poses that are physically challenging should be discussed with the Booking Coordinator when booking so that an appropriate model is booked.

**9) PRIVACY:** Models are never to be touched without their permission. Only the normally expected instructor, students &/or artists may be allowed in the room while the model is posing. The client is responsible for providing privacy, including closing the doors, covering the windows, turning off surveillance cameras, etc. Cell phones & cameras must be put away and must not be used while model is posing. If privacy is inadequate, the models will pose clothed or not at all.

**10) PADDING:** The client must provide appropriate padding (such as pillows, high-density foam or indoor/outdoor carpeting with sufficient padding) covering the model's stand or posing area, or should otherwise be available for the model to use as needed. Padding is essential for many types of poses.

**11) HEATING:** The client must provide enough heat to satisfy the model, or the model will pose clothed. Room thermostats should be turned up one hour before the session begins. The model may decide where portable heaters are placed. Depending on your studio/classroom one portable heater may not be sufficient.

**12) CLEANLINESS & SAFETY:** Models will not pose anywhere they consider unsafe or unclean. Modeling stand and changing areas must be kept clean (free of dust, wet paint, tacks, staples, etc.). This includes drapes, pillows and padding provided by the client. A clean area off the model stand must be provided for the model's clothing, costumes and props. Any model stand on wheels must have a functioning braking device. The model's stand is for the exclusive use of the model, even during breaks.

**13) HEALTH HAZARDS:** The client must provide adequate ventilation and guard against charcoal/pastel dust and fumes from turpentine, turpenoid, fixatives or aerosols in the work area. The model may also ask that smoking be prohibited if there is inadequate ventilation. If fumes are present and ventilation is inadequate, the model may leave the booking with full pay if the problem cannot be resolved at the time of the booking.

**14) PHOTOGRAPHY & VIDEO:** Not all models are available for photography & video. Guild rates for photos & video are \$150 per hour (1 hr. min.), whether the model is nude or clothed or whether the images are released or unreleased. ~ Photographs & videos must not be taken without prior arrangement with the Guild and permission of the model. Models really rely on clients & instructors to help prevent unauthorized photography & video. The photographer of unauthorized photos & video may be liable for further action.

**15) BODY CASTING:** Not all models are available for body casting. The Guild rate for body casting is \$50 per hour with a three-hour minimum. References & prior casting experience as well as the presence of two assistants are required.

**16) RELATIONSHIP TERMINATION:** A Client may terminate their relationship with the Guild by notifying the Guild in writing by letter or e-mail. The Guild reserves the right to refuse service to anyone or to terminate a relationship with a client at any time without showing cause.

**17) MODEL/CLIENT/GUILD ADMIN RELATIONS:** Constructive feedback regarding a model's professionalism is encouraged and treated confidentially if requested. Constructive feedback given directly to a model during a session can prove very helpful. Problems with models or other Guild personnel can be discussed with the Booking Coordinator or either of the current Mediation Coordinators, Lisa Drostova at (510) 384 2721 &/or David Hill at (925) 788-9820.

**-THANK YOU FOR YOUR PATRONAGE & YOUR SUPPORT!**





**BAY AREA MODELS' GUILD**  
*Connecting Artists & Models since 1946!*

**Model Pay Rates**

**Effective: June 1st, 2012**

2340 Powell St. #254, Emeryville, CA 94608

**(510) 393-4382, [www.BayAreaModelsGuild.org](http://www.BayAreaModelsGuild.org)**

ZONE 1		Minimum Hourly Rate: \$26.67 3 HOUR MINIMUM: \$80.00	
Alameda	Brisbane	Emeryville	Orinda
Albany	Colma	El Cerrito	Piedmont
Berkeley	Daly City	Oakland	San Francisco
ZONE 2		Minimum Hourly Rate: \$28.33 3 HOUR MINIMUM: \$85.00	
El Sobrante	Moraga	Pt. Richmond	San Pablo
Lafayette	Pacifica	Richmond	South San Francisco
Millbrae	Pinole	San Bruno	
ZONE 3		Minimum Hourly Rate: \$33.33 3 HOUR MINIMUM: \$100.00	
Belmont	Danville	Mill Valley	San Mateo
Belvedere	Fairfax	Muir Beach	San Rafael
Burlingame	Foster City	Pleasant Hill	Sausalito
Castro Valley	Hayward	Redwood City	Stinson Beach/Bolinas
Concord	Hercules	San Anselmo/Ross	Tiburon
Corte Madera	Hillsborough	San Carlos	Vallejo
Crockett	Kentfield	San Leandro	Walnut Creek
ZONE 4		Minimum Hourly Rate: \$41.67 3 HOUR MINIMUM: \$125.00	
American Canyon	Fremont	Nicasio	Portola Valley
Antioch	Half Moon Bay	Novato	Rutherford
Atherton	Livermore	Palo Alto	San Ramon
Benicia	Martinez	Petaluma	Sonoma
Dublin	Menlo Park	Pittsburg	Union City
Fairfield/Suisun City	Napa	Pleasanton	Woodacre/San Geronimo
Forest Knoll/Lagunitas	Newark	Pt. Reyes Station/Olema	Woodside
ZONE 5		Minimum Hourly Rate: \$53.33 3 HOUR MINIMUM: \$160.00	
Angwin	Mt. View	Santa Rosa (area)	Sebastopol
Calistoga	Rohnert Park/Cotati	St. Helena	Vacaville
Los Altos (Hills)	San Jose (area)		
BODY CASTING		Minimum Hourly Rate: \$53.33 3 HOUR MINIMUM: \$160.00	
All Zones			
PHOTOGRAPHY & VIDEO		Minimum Hourly Rate: \$160.00	
All Zones, One Hour Minimum (Released, Unreleased, Nude & Clothed)			

Tipping Art Models: Tipping is never required nor expected, but it is always very much appreciated. ☺

AGENDA ITEM 11.(f)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AMENDMENT WITH LPAS FOR BUILDING  
1200 THEATER RENOVATION PROJECT  
ARCHITECTURAL SERVICES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to amend the previously approved architectural services agreement with LPAS to provide additional services for the Building 1200 Theater Renovation Project. LPAS' contract was approved on February 19, 2014. These additional services include fire sprinkler system design for Division of the State Architect's approval, survey, design, specifications and procurement coordination services for project furniture, fixture, audio-visual and theater specialty equipment in the total amount of \$70,000.

The amendment is available for review online at: <http://www.solano.edu/measureq/planning.php>

*Government Code:* *Board Policy:* *Estimated Fiscal Impact: \$70,000 State Funding*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

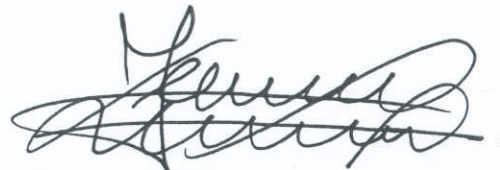
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT WITH HENLEY  
ARCHITECTS & ASSOCIATES FOR ARCHITECTURAL  
SERVICES FOR BUILDING 600 (ADMINISTRATION)  
PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to amend the previously approved architectural services agreement with Henley Architects & Associates for Building 600 (Administration) Renovation project. The original contract was executed on October 14, 2010. This new amendment will include design services for a detailed interior signage design and review, along with construction administration services in the amount of \$24,480.

The amendment is available for review online at: <http://www.solano.edu/measureq/planning.php>

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$24,480 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

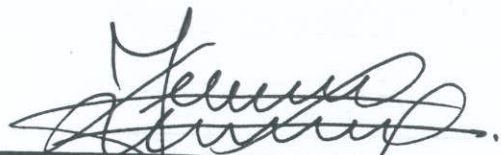
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

August 8, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

August 8, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR UTILITY  
INFRASTRUCTURE UPGRADE – ESCO LIGHTING  
PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the Notice of Completion for the Utility Infrastructure Upgrade – ESCO Lighting Project.

On November 20, 2013, Enlight Energy Efficient Lighting Inc. was selected to provide services for the Vallejo Center, Fairfield Campus, and Vacaville Centers to install approximately 1200 LED exterior fixtures and 300 occupancy sensors. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications.
- The contractor has completed the work.
- The contract for the project is accepted and complete.
- Upon Board approval, a Notice of Completion will be filed with Solano County for the project.

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

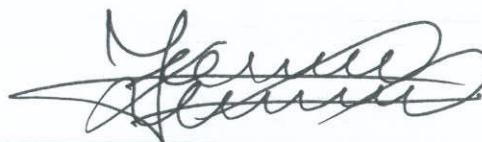
ADDRESS

(707) 864-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

August 8, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

August 8, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager  
Solano Community College District  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is 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: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: August 20, 2014
  7. The Project Name & Number are Utility Infrastructure Upgrade-ESCO Lighting Project
  8. DSA Number (if applicable) N/A
  9. The contractor for such work of modernization is Enlight Energy Efficient Lighting Inc.
  10. The name of the contractor's Surety Co. is Contractors Bonding & Insurance Company
  11. The date of contract between the contractor and the above owner is November 20, 2013
  12. The street address of said property is 4000 Suisun Valley Road
  13. APN # FF 0027-242-110, VV 0133-180-160, VJ 0081-800-340
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Vallejo Center, Fairfield Campus, and Vacaville center), the installation of approximately 1200 LED exterior fixtures and 300 occupancy sensors.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner  
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.  
(City or Town where signed)



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR VACAVILLE ANNEX  
EXTERIOR DOOR & HARDWARE PROJECT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for the Notice of Completion for the Vacaville Annex Exterior Door and Hardware Project. On February 19, 2014 Priest Construction was selected to provide construction services for the Vacaville Annex Exterior Door and Hardware project to provide door hardware installation to meet District standards. Work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications.
- The contractor has completed the work.
- The contract for the project is accepted and complete.
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

Government Code: Board Policy: Estimated Fiscal Impact: \$0 Measure Q Funds

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 203  
Fairfield, CA 94534

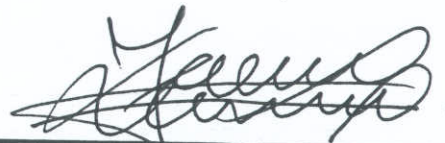
**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager  
Solano Community College District  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is 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: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: 8/20/2014
7. The Project Name & Number are Vacaville Annex Exterior Door & Hardware
8. DSA Number (if applicable) N/A
9. The contractor for such work of modernization is Priest Construction
10. The name of the contractor's Surety Co. is Western Surety Company
11. The date of contract between the contractor and the above owner is 02/19/2014
12. The street address of said property is 2001 North Village Parkway, Vacaville, CA 95688
13. APN # 0133-180-160
14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner  
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.  
(City or Town where signed)



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

**TO: Members of the Governing Board**

**SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT  
AND SOLANO COUNTY OFFICE OF EDUCATION**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

An Addendum to the Memorandum of Understanding (MOU) between Solano Community College District, (SCCD) and the Solano County Office of Education, (SCOE) is being presented to the Governing Board for approval.

The MOU is in place to provide Community Collaborative SB 70 grant services and activities for Solano County middle school students and teachers. This activity was originally Board approved on January 15, 2014. SCCD provides SCOE with funds to work with the Solano Resource Conservation District (SRCD) to implement additional Bio-Monitoring opportunities in middle school classes in Solano County. The SB 70 pathway focus for this addendum is Water/Wastewater.

The term is August 21 through November 30, 2014. All grant funds must be expended by November 30, 2014. This Addendum is in the amount of \$13,200.

**CONTINUED ON NEXT PAGE:**

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$13,200 expenditure  
CEO 2013-14 Goal: Implement Master Plans: Educational Master Plan and Facilities Master Plan*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Deborah Mann, Director  
Workforce Training and Grants Management

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

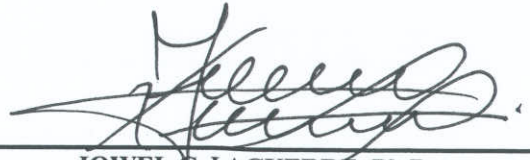
**ADDRESS**

707-864-7195

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(j)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT  
AND SOLANO COUNTY OFFICE OF EDUCATION**

**REQUESTED ACTION: APPROVAL**

---

**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

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



## **MEMORANDUM OF UNDERSTANDING ADDENDUM**

### **Between Solano Community College District and Solano County Office of Education**

This MEMORANDUM OF UNDERSTANDING Addendum is entered into this 20<sup>th</sup> day of August 2014, by and between Solano Community College District (SCCD), and Solano County Office of Education (SCOE), hereinafter referred to as "SCCD" and "SCOE."

Whereas SCCD is an integral partner with SCOE;

And whereas SCCD is in receipt of a Community Collaborative SB70 Grant requiring career pathway development, curriculum development, career awareness activities and professional development for faculty, with significant input from and interaction with the Solano County Office of Education;

SCCD and SCOE have agreed to collaborate as detailed below.

#### **SCOE Responsibilities:**

COMMUNITY COLLABORATIVE, SB-70

Grant Number: 12-140-281

MOU Addendum Term: August 21 through November 30, 2014

This Memorandum of Understanding (MOU) Addendum is between Solano Community College, hereafter identified as "SCCD" and the Solano County Office of Education, hereafter known as "SCOE". The MOU Addendum is in place to provide Community Collaborative services and activities for Solano County middle school students and teachers.

<b><u>Community Collaborative Grant Activity</u></b>	<b><u>SCOE Deliverable</u></b>	<b><u>Budget</u></b>
Grant Activity 05 - Career Exploration Development for Middle School Students - Focus: Energy and Utilities Industry Sector (Water/Wastewater). Funding is needed to support Solano Resource Conservation District( SRCD) Bio-Monitoring program for 6 middle school classes in Solano County - (Fairfield, Vacaville & possible Vallejo Middle Schools).	SCOE will coordinate contract, logistics, transportation, and supplies for SRCD Bio Monitoring program.  SRCD Bio-Monitoring program will teach 6 classes that will include 4 in-class lessons, a poster session and an all-day field trip to Rush Ranch. Students will receive manuals. Transportation will be supported.	<b>\$13,200</b>

**SCCD Responsibilities:**

- SCCD will provide \$13,200 to SCOE for grant activities.

**Term:**

The term of this agreement shall be from August 21, 2014 through November 30, 2014. This agreement may be extended or increased with an additional addendum.

The signatures below indicate agreement to the foregoing terms dated this 20<sup>th</sup> day of August 2014.

**Solano County Office of Education:**

**Solano Community College:**

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Tommy Welch  
Associate Superintendent  
Business and Finance  
Solano County Office of Education

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

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Janet Harden  
Assistant Superintendent Human  
Resources/Workforce Development  
Solano County Office of Education

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Deborah Mann  
Director of Workforce Training and  
Grants Management  
Solano Community College



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
CHILDSTART INCORPORATED

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

An agreement between Solano Community College District and ChildStart Incorporated for special educational services is being presented to the Governing Board for approval.

The District will provide CDFS 076, Early Childhood Administration, for up to 20 ChildStart employees. Employees will attend 48 hours of instruction. The class is scheduled to start on August 26, 2014. Training will be delivered at the ChildStart office. Students who successfully complete the class will be awarded three hours of college credit.

ChildStart will compensate the District \$13,000.00 for all educational services rendered. This fee includes the cost of the instructor, all course materials, and Certificates of Success.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management.

Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 13,000 revenue*  
*CEO 2013-14 Goals: #5*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Deborah Mann, Director  
Workforce Training and Grants Management

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7195

**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **ChildStart INCORPORATED**, hereinafter referred to as "ChildStart."

**WHEREAS**, ChildStart desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide ECE 076, Infant/Toddler Care: Curriculum and Environments, for to up to twenty (20) ChildStart employees. The training includes forty-eight hours (48) hours of instruction. The class is scheduled to start on August 26, 2014. Students who successfully complete the class will be awarded three (3) hours of college credit. The course will be delivered at the ChildStart office.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. ChildStart will identify all employees who will participate in the class.
- D. ChildStart will compensate the District for all services rendered and expenses at a rate of thirteen thousand dollars and no cents (\$13,000.00.) This fee includes instructor costs, student enrollment, all course materials, and Certificates of Success. Should additional services such as tutoring be required, an addendum to this contract may be added.
- C. Payment by ChildStart to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that ChildStart and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to ChildStart and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, ChildStart, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of ChildStart. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such



services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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Debbie McGrath  
Human Resources Director  
ChildStart Incorporated  
Napa, CA

Date \_\_\_\_\_

---

**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent/President  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND THE  
DEPARTMENT OF STATE HOSPITALS-NAPA, NAPA,  
CALIFORNIA**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

A new clinical experience agreement between Solano Community College District and the Department of State Hospitals-Napa, located at 2100 Napa Valley Highway, Napa, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a mental health facility in which to practice.

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

A copy of the agreement is available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the Office of the Department of State Hospitals-Napa, located at 2100 Napa Valley Highway, Napa, California.

Approval is requested at this time.

*Government Code: CCR 1427  
BOT 2013-14 Goals: Goal #3*

*Board Policy: 3520*

*Estimated Fiscal Impact: \$ N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Maurice McKinnon, Ed.D, Interim Dean  
School of Health Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

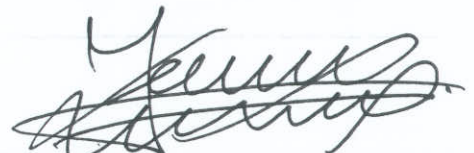
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between the **Department of State Hospitals-Napa** (hereafter known as *DSH-Napa*) (hereafter known as *HOSPITAL*) located at **2100 Napa Valley Highway, Napa, California 94558**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of August 1, 2014.

### RECITALS

- A. *HOSPITAL* owns and operates a Psychiatric Treatment Program (collectively referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HOSPITAL*'s Facilities through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facilities for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

## 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. SCHOOL shall complete and send to HOSPITAL a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. SCHOOL shall notify the HOSPITAL of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. SCHOOL shall designate a faculty member to coordinate with a designee of HOSPITAL in the planning of the Program to be provided students.
- D. Records. SCHOOL shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and HOSPITAL.
- F. Supervision. SCHOOL shall supervise all instruction and clinical experiences for students assigned in groups at the HOSPITAL.
- G. Health Policy. SCHOOL shall provide HOSPITAL, prior to a student's arrival at the HOSPITAL, with proof of immunity consistent with HOSPITAL employee health policy and notify the HOSPITAL if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of HOSPITAL would be placed at risk if treated by a particular student, HOSPITAL reserves the right to refuse to allow such student to participate in the clinical experience at HOSPITAL.
- H. Student Responsibilities. SCHOOL shall notify the students that they are responsible for:
  - 1) Following the clinical and administrative policies, procedures, rules and regulations of HOSPITAL.
  - 2) Arranging for their own transportation and living arrangements when not provided by SCHOOL.
  - 3) Arranging for and assuming the cost of their own health insurance.



- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *HOSPITAL* and wearing name badges identifying themselves as students.
  - 7) Attending an orientation of *HOSPITAL* Facilities provided by their instructors. Precepted students shall receive an orientation from the *HOSPITAL*.
  - 8) Providing services to the Hospital's patients under the direct supervision of a faculty provided by *SCHOOL* or Hospital-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HOSPITAL* harmless from all liability and responsibilities therefore.

### **3. HOSPITAL'S RESPONSIBILITIES**

- A. Clinical Experience. *HOSPITAL* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HOSPITAL Designee. *HOSPITAL* shall designate a member of *HOSPITAL*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HOSPITAL* shall permit students enrolled in the Program access to *HOSPITAL* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HOSPITAL*. Facilities include space for clinical conferences and access to *HOSPITAL*'s Medical Library.

- D. Withdrawal of Students. *HOSPITAL* may request *SCHOOL* to withdraw from the Program any student who *HOSPITAL* determines is not performing satisfactorily, or who refuses to follow *HOSPITAL*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HOSPITAL* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HOSPITAL* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HOSPITAL* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HOSPITAL* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HOSPITAL* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the hospital.
- G. Supervision. In situations of single preceptorships/internships, *HOSPITAL* shall assume daily supervision of student.

#### **4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

#### **5. STATUS OF SCHOOL AND HOSPITAL**

It is expressly agreed and understood by *SCHOOL* and *HOSPITAL* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HOSPITAL* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

#### **6. INDEMNIFICATION**

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HOSPITAL* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever



nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.

- B. *HOSPITAL* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HOSPITAL*, its agents or its employees.

## **7. INSURANCE**

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HOSPITAL* against liability arising from or incident to the use and operation of the *HOSPITAL* by the *SCHOOL*'s students and naming *HOSPITAL* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HOSPITAL* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HOSPITAL* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HOSPITAL* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## **8. TERM AND TERMINATION**

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

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or



indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:

Natalie Allen  
Nursing Instructor Director  
Department of State Hospitals—Napa  
2100 Napa Valley Highway  
Napa, CA 94558

Telephone: (707) 253-5000  
Fax: (707) 254-2370  
[Natalie.allen@nsh.dsh.ca.gov](mailto:Natalie.allen@nsh.dsh.ca.gov)

2. Notice to the *SCHOOL*

Maurice McKinnon, Ed.D., RN  
Interim Dean, Health Science  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-3197

Telephone: (707)864-7108  
FAX: (707)646-2062  
[Maurice.mckinnon@solano.edu](mailto:Maurice.mckinnon@solano.edu)

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HOSPITAL* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HOSPITAL*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HOSPITAL* its Medical Staff and Medical Staff departments.

## 10. EXECUTION

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

### HOSPITAL

### SCHOOL

DSH-Napa

Solano College

By: \_\_\_\_\_  
Dolly Matteucci

By: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.

Title: Executive Director

Title: \_\_\_\_\_  
Superintendent-President

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

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



AGENDA ITEM 11.(m)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BAY  
AREA CLEAN WATER AGENCIES AND SOLANO  
COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

An agreement between Solano Community College District and BACWA for special educational services is being presented to the Governing Board for approval.

SCCD will provide credit classes, WATER 100, WATER 101, WATER 105, WATER 106, and WATER 108, for up to 30 students per class, for BACWA member organizations and others.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE agency sites. Classes will begin in August 2014.

The client fee for each 3 or 4 credit hour course is \$15,500, and the client fee for each 2 or 2 ½ credit hour class is \$13,500. This contract is for \$77,500.

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

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$77,500 revenue  
CEO 2013-14 Goals: #5*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Deborah Mann, Director  
Workforce Training and Grants Management

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7195

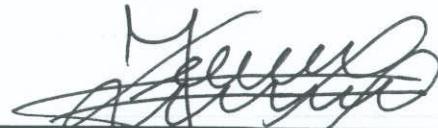
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Bay Area Clean Water Agencies**, hereinafter referred to as "BACWA."

**WHEREAS**, BACWA desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide five (5) credit classes, WATER 100, Wastewater Treatment I, WATER 101, Basic Chemistry for Water and Wastewater, WATER 105, Wastewater Treatment II, WATER 106, Instrumentation and Controls, and WATER 108, Water Treatment II, for up to 30 students per class, for BACWWE (Bay Area Consortium for Water and wastewater Education) member organizations and others.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE sites, to be determined. Classes will begin in August 2014, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website and database and provide marketing and marketing materials for sponsoring agencies.
- D. BACWWE and SCCD will recruit, identify and select all trainees who will participate in training.
- E. BACWA will compensate the District for all services rendered and expenses at a rate of seventy seven thousand five hundred dollars (\$77,500). The fee for each 3 or 4 credit hour class is fifteen thousand five hundred dollars (\$15,500). The fee for each 2 or 2 ½ credit hour class is thirteen thousand five hundred dollars (\$13,500). The cost is inclusive of all instruction and teaching/training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- G. This contract may be terminated by either party with notice of ten (10) business days.
- H. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This



indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- J. BACWA will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for BACWA, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve BACWA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of BACWA operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- K. BACWA agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of BACWA's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

\_\_\_\_\_  
Ben Horenstein  
BACWA Executive Board Chair  
375 11<sup>th</sup> Street  
Oakland, CA

Date \_\_\_\_\_

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

Date \_\_\_\_\_

AGENDA ITEM 11.(n)  
MEETING DATE August 20, 014

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

**TO:** Members of the Governing Board

**SUBJECT:** ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE INTERNATIONAL EDUCATION  
CENTER AT SOLANO COMMUNITY COLLEGE AND  
SOLANO COMMUNITY COLLEGE DISTRICT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is to amend the Memorandum of Understanding (MOU) between the International Education Center at Solano Community College (IEC) and the Solano Community College District (SCCD). The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing an intensive English language program for non-native English speakers.

The IEC and SCCD will provide programs that facilitate the acquisition of English for non-native speakers to prepare them both linguistically and culturally for academic studies and success at the college and/or university level. IEC will manage, maintain, and operate the program, while the College will oversee and govern the language program.

The term of the MOU Agreement is the period within which the project responsibilities of this agreement and shall be performed, commencing is August 21, 2014 to July 31, 2017.

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

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL      ☐ DISAPPROVAL  
☐ NOT REQUIRED      ☐ TABLE

Shemila Johnson, Manager  
Outreach and Public Relations

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7000 ext. 4693

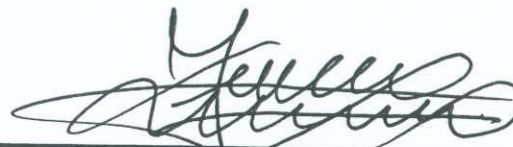
**TELEPHONE NUMBER**

Student Services

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





# Memorandum of Understanding

---

This is a Subcontracting Agreement between  
Solano Community College District (SCCD)

And

International Education Center Program at Solano Community College (IEC)

## **Purpose and Scope**

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing a not for credit Intensive English Program (IEP) for non-native English speakers from other countries.

IEC operates as a nonprofit organization that disseminates education, encourages exchanges in educational cultures and contributes to international collaboration in education.

The IEP will facilitate the acquisition of English for non-native speakers, to prepare them both linguistically and culturally for academic studies and success at the college and/or university level. IEC will manage and maintain the IEP, while the College will oversee and govern the IEP.

Solano Community College District (SCCD) endeavors to educate a culturally and academically diverse student population drawn from our local communities and beyond. It is committed to helping our students achieve their educational, professional, and personal goals centered in basic skills education, workforce development and training, and transfer-level education.

The intent of SCCD and IEC is to offer the IEP on SCCD's Fairfield Campus as to create a collegial experience that will attract the students to matriculate into the College. Our mutual goal is to offer non-immigrant, F-1 English language students an opportunity to study in an intensive English language program, in order to gain the oral and written skills needed to successfully complete their higher education goals at SCCD or elsewhere

## **MOU Term**

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences January 1, 2015 and terminates July 31, 2017. Beyond the initial term, this Agreement may be renewed for additional terms with mutual consent of both parties.



## **SCCD Responsibilities**

SCCD shall undertake the following activities in relation to the IEP during the MOU term:

1. Control the IEP curriculum to ensure it aligns with the College's pre-existing English/ESL curriculum.
2. Participate in a committee composed of SCCD and IEC, which will develop and monitor the IEP curriculum to ensure it meets the educational standards and needs of both parties and the students.
3. Continually monitor and evaluate the ability of the IEC to administer a quality IEP with the objective of preparing students in English language and college study skills, to be admissible to SCCD and the colleges in California.
4. Participate in a committee composed of SCCD and IEC, which will meet regularly with IEP faculty, IEC administrative staff, and IEP students to insure program quality at all times.
5. Provide and control the site where the IEP language training will be provided
6. Hire and maintain the Designated School Official who will make the final decision on issuance of I-20 forms to nonimmigrant students who participate in the IEP.
7. Facilitate regular meetings between the Designated School Official and IEC's Director to review instructional, compliance, and related matters.
8. Hire the IEP's teaching faculty, as recommended by IEC. A committee composed of SCCD and IEC will develop and monitor the IEP faculty, to ensure the student educational experience meets the educational standards and needs of both parties and the students
9. Not hire the administrative personnel of IEC.
10. Provide student support services: housing assistance, activities on campus, etc.
11. Work exclusively with IEC in relation to not-for-credit IEP activities for non-native English speakers from other countries.
12. Ensure outreach efforts include IEC information in all Solano International Education Program (SIEP) marketing materials with respect to not-for-credit IEP activities.
13. Provide, based upon availability and at no charge to IEC, facilities for hosting potential international students of the College.
14. Link IEC's website on [www.solano.edu](http://www.solano.edu) and distribute any IEC marketing materials when travelling internationally to recruit international students to SCCD.
15. Provide [Solano.edu](http://Solano.edu) email accounts for IEC staff and faculty at the SCCD site
16. Provide College Student Identification cards to the IEP participants. IEP participants shall not be considered matriculated students for the College unless otherwise enrolled or matriculated and will be considered students of Solano College's IEP.





## **IEC Program Responsibilities**

IEC shall undertake the following activities in relation to the IEP during the MOU term:

1. Facilitate the acquisition of English for non-native speakers, to prepare them both linguistically and culturally for academic studies and success at the college and/or university level.
2. Implement the IEP curriculum, through the IEP faculty, to ensure it aligns with the College's pre-existing English/ESL curriculum, meets the educational standards and needs of both parties and the students.
3. Participate in a committee composed of SCCD and IEC, which will develop and monitor the IEP curriculum to ensure it meets the educational standards and needs of both parties and the students.
4. Participate in a committee composed of SCCD and IEC, which will meet regularly with IEP faculty, IEC administrative staff, and IEP students to insure program quality at all times.
5. Facilitate regular meetings between the Designated School Official and IEC's Director to review instructional, compliance, and related matters.
6. Administer all operational functions of the IEP site, including facilities management, student logistics, overseas student recruitment, and application processing.
7. Manage, maintain, operate, and assume financial responsibility for IEC's activities under this MOU.
8. Develop the instructional curricula with input from SCCD English and ESL faculty.
9. Reimburse SCCD for all IEP faculty salaries and the associated payroll costs resulting from their employment for their services in the IEP.
10. Pay the agreed-upon amount for student identification cards.
11. Remit ten percent (10%) of the IEP's net profit to SCCD.
12. Recruit students to the program.
13. Link SCCD's website on [www.iec@scc.org](http://www.iec@scc.org) and any SCCD marketing materials when travelling internationally to recruit international students.

## **Special Terms and Conditions**

SCCD and IEC shall follow all relevant and applicable MOU terms. These may include, but are not limited to:

1. Travel and Per Diem Reimbursement- unless otherwise specified, SCCD and IEC will be responsible for their own travel and per diem expenses related to program student recruitment.
2. Marketing Materials Mailing Cost- as it relates to international mailing of brochures and other materials, each party will pay for the cost of mailing their own marketing materials to recruitment events and the like.



### **Modification and Termination**

1. This agreement may be cancelled or terminated without cause by either party by giving a minimum of one year advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

### **Effective Date and Signature**

This MOU shall be effective upon the signature of Solano Community College and International Education Center authorized officials. It shall be in force from August 21, 2014 to July 31, 2017. SCCD and IEC indicate agreement with this MOU by their signatures.

X

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

X

---

Sally Conover, MBA, MA  
IEC Director



AGENDA ITEM 13.(a)  
MEETING DATE August 20, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATIONS TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Jane Berger	English Comp / ESL Instructor 22 years and 3 months of service at SCC	12/16/14
Yvonne Dillard	CTE Specialist 13 years and 6 months of service at SCC	08/12/14

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Wade Larson, D.M.  
Associate Vice President, Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707 864-7263

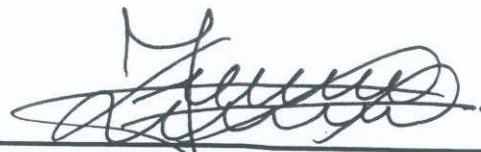
TELEPHONE NUMBER

Administration

ORGANIZATION

August 8, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

August 8, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: RESOLUTION TO SUPPORT VACAVILLE UNIFIED  
SCHOOL DISTRICT'S MEASURE A, RESOLUTION NO.  
14/15-03**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Resolution No. 14/15-03 in support of Vacaville Unified School District's Measure A. Measure A will enhance the educational opportunities for Vacaville and future Solano Community College District students.

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO SUPPORT VACAVILLE UNIFIED SCHOOL DISTRICT'S  
MEASURE A**

**RESOLUTION NO. 14/15-03**

**WHEREAS**, Vacaville Unified School District's Measure A will improve the quality of education, provide equity among district schools, replace roofing, renovate aging plumbing and inadequate electrical systems; increase student access to computers/technology, make security/safety improvements, upgrade/modernize/construct classrooms, and improve athletic fields/facilities for school and community use;

**WHEREAS**, The Board of Education of the Vacaville Unified School District has placed Measure A on the November 4, 2014 ballot; and

**WHEREAS**, The Vacaville Unified School District and the Solano Community College District seek to support efforts to improve the lives of children and student outcomes; now therefore be it

**RESOLVED**, That passage of the Measure A initiative will enhance the educational opportunities for Vacaville and future Solano Community College District students. As such, the Solano Community College District Governing Board hereby declares formal support for the Vacaville Unified School District Measure A, and further be it

**RESOLVED**, That the Solano Community College District will transmit copies of this resolution to the Vacaville Unified School District Board of Education and to all interested parties.

**PASSED AND ADOPTED**, This 20th day of August 2014, by the Governing Board of the Solano Community College District.

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

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

AGENDA ITEM 14.(b)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** SECOND READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 4000 – BOARD POLICY NO.  
4215 - 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 policy has been reviewed by the Superintendent-President's Cabinet and has been properly vetted through the Shared Governance Council and Board Policies and Procedures Adhoc Subcommittee.

Approval is requested at this time.

Government Code: Board Policy: 4000 Estimated Fiscal Impact: \$ N/A

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Wade Larson, D.M.  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

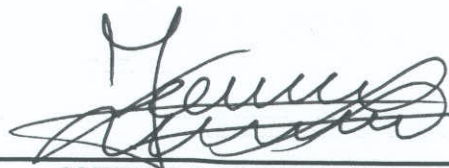
**ADDRESS**

707 864-7286

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## SOLANO COMMUNITY COLLEGE DISTRICT

### SMOKING ON CAMPUS

4215

#### POLICY:

The Solano Community College District is committed to providing a safe and healthy environment for its students, employees, and visitors. Because it has been determined that the smoking of tobacco and exposure to secondhand smoke pose significant health hazards, the District is hereby establishing a smoke-free policy on all District-*occupied* property. *Use of prohibited tobacco products and smoking includes smoking of cigarettes, pipes, cigars, other tobacco products of any kind, and all forms of electronic cigarettes or vapor devices.* This policy is effective as of the first day of the month following Board approval.

#### REFERENCES/ AUTHORITY:

Solano Community College Governing Board

California Government Code, Section 7597.1

California Education Code, Section 76031, 76033(e), 7233

California Bill AB 795

BP 4215

#### ADOPTED:

June 19, 1991

#### REVISED:

January 21, 2004; July 18, 2012; XXXXXXXXX

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING AND ADOPTION OF THE DISTRICT'S  
INITIAL PROPOSAL TO OPERATING ENGINEERS,  
LOCAL 39

**REQUESTED ACTION:** HOLD PUBLIC HEARING AND ADOPT PROPOSAL

**SUMMARY**

At the Board meeting on July 16, 2014, the Governing Board received the District's initial proposal to Operating Engineers, Local 39, for a successor agreement for the period of 2014-2018. In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

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

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

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Wade Larson, D.M.  
Associate Vice President, Human Resources

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7263

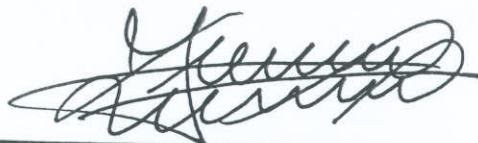
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



Solano Community College District

May 12, 2014

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

Article IX Pay and Allowances:

- Improve classified salaries within District constraint.

Article XI Health and Welfare Benefits:

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

Article XVII Job Vacancies:

- Improve efficiency and fairness in the process

Article XVIII Classification and Reclassification:

- Improve efficiency and procedures in processing Reclassification requests.

Article XXIX Negotiations:

- Review and clarify timelines in the article.

AGENDA ITEM 14.(d)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** RESOLUTION TO AUTHORIZED SIGNATURES  
ON OFFICIAL FINANCIAL DOCUMENTS, RESOLUTION  
NO. 14/15-04

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 14/15-04.

*Government Code: N/A*

*Board Policy:*

*Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL

☐ DISAPPROVAL

☐ NOT REQUIRED

☐ TABLE

Yulian I. Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

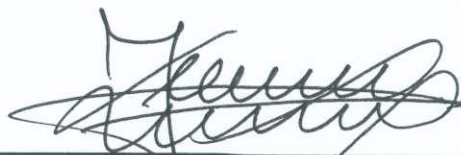
**TELEPHONE NUMBER**

Finance and Administration

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON  
OFFICIAL FINANCIAL DOCUMENTS**

**RESOLUTION NO. 14/15—04**

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

---

PAM KEITH

BOARD PRESIDENT

---

JOWEL C. LAGUERRE, Ph.D.

SUPERINTENDENT-PRESIDENT

---

YULIAN I. LIGIOSO

VICE PRESIDENT, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON  
OFFICIAL FINANCIAL DOCUMENTS**

**RESOLUTION NO. 14/15—04**

**(Continuing – Page 2)**

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DIANE M. WHITE

INTERIM VICE PRESIDENT, ACADEMIC AFFAIRS

---

WADE LARSON, D.M.

ASSOCIATE VICE PRESIDENT, HUMAN RESOURCES

---

LEIGH SATA

EXECUTIVE BONDS MANAGER

---

PATRICK KILLINGSWORTH

DIRECTOR, FISCAL SERVICES

---

JUDY YU

ACCOUNTING MANAGER, FISCAL SERVICES



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON  
OFFICIAL FINANCIAL DOCUMENTS**

**RESOLUTION NO. 14/15—04**

**(Continuing – Page 3)**

PASSED AND ADOPTED, This 20<sup>th</sup> day of August 2014, by the Governing Board of the  
Solano Community College District.

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PAM KEITH

BOARD PRESIDENT

---

JOWEL C. LAGUERRE, Ph.D.

SECRETARY

AGENDA ITEM 14.(e)  
MEETING DATE August 20, 014

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

**TO:** Members of the Governing Board

**SUBJECT:** MEMORANDUM OF UNDERSTANDING BETWEEN  
SOLANO COUNTY SHERIFF'S OFFICE AND SOLANO  
COMMUNITY COLLEGE DISTRICT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Solano Community College District ("District") and Local 39 reached a settlement agreement in June of 2014 that fully supports the transition of law enforcement services at the College to the Solano County Sheriff's Office ("Sheriff's").

Board approval is requested for the Memorandum of Understanding between the Sheriff's Office and the District to address the law enforcement needs of the College with the intention to increase campus safety and security.

This item was presented for information on June 18, 2014; July 16, 2014, and on August 6, 2014.

*Government Code: EC 72330      Board Policy: 3800      Estimated Fiscal Impact: \$980,392*

**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

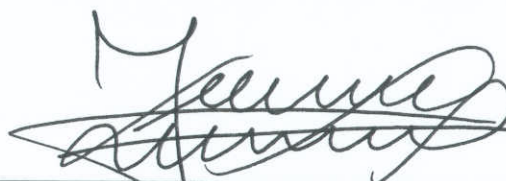
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





**SOLANO COUNTY SHERIFF'S OFFICE AND  
SOLANO COMMUNITY DISTRICT LAW ENFORCEMENT  
MEMORANDUM OF UNDERSTANDING**



This Memorandum of Understanding ("MOU") is made on \_\_\_\_\_, 2014 between Solano County acting by and through the Solano County Sheriff's Office ("Sheriff") and the Solano Community College District ("District").

**RECITALS**

WHEREAS, the District is desirous of contracting with Solano County ("County") for the performance of the general law enforcement and security services described by the Sheriff; and,

WHEREAS, the Sheriff has the resources, knowledge, and ability to provide law enforcement services to the District.

The Sheriff and the District mutually agree as follows:

**1. SCOPE OF SERVICES**

- A. The Sheriff agrees to provide general law enforcement and security services within the limits of the District to the extent and in the manner set forth in this MOU and attached Exhibit A, which is incorporated by this reference.
- B. District authorizes the Sheriff to enforce its rules, regulations, resolutions, and ordinances on its campuses. For the purposes of carrying out its activities under this MOU, the Sheriff's authority under this MOU, such rules, regulations, resolutions, and ordinances shall not conflict with the Education Code, Title 5 of the California Administrative Code, and District rules, regulations, policies, or procedures.
- C. Except as otherwise specifically set forth in this MOU, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of California, and security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide, including, but not limited to: maintaining the security of District buildings and property; attending gatherings (e.g., sporting events, organized protests, etc.) to maintain order; patrolling campus grounds and parking lots; providing on-campus foot patrols on a regular basis, observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel; and responding to incidents that require the administration of first aid.

**2. LEVEL OF SERVICES**

The Sheriff agrees to perform its duties and responsibilities and provide such services as described in the "Level of Services" section attached as Exhibit B and incorporated by this reference. The Sheriff may adjust resource deployment, should situations warrant, for seasonal or other District and County closures.

3. **ADMINISTRATION OF PERSONNEL**

- A. During the term of this MOU, the Sheriff shall serve as the Chief Law Enforcement Officer of the District, through the Service Area Manager, and shall perform the functions of the position under supervision by, and at the direction of the District.
- B. In addition to the standards of performance customarily applied by the Sheriff, the standards presented in Exhibit A shall also be used to assess the performance of Sheriff's personnel under this MOU.
- C. In the event of a dispute between the parties as to the nature and extent of the duties and functions to be rendered by the Sheriff, the Sheriff and the President of the District, or their respective designees, will meet and confer in good faith to attempt to resolve the matter.
- D. All District employees who work in conjunction with the Sheriff's Office pursuant to this MOU shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this MOU. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be adopted separately by the District and the County.
- E. When performing services and functions pursuant to this MOU, and only for the purpose of giving official status to the performance thereof, every County officer and/or County employee engaged in performing any such service and function shall be deemed to be performing services for the District, as long as the service is within the scope of this MOU and is a District police or security function.
- F. The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for the District. Except as otherwise specified, the District shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the services performed under this agreement.

4. **ASSIGNMENT OF PERSONNEL**

- A. The Sheriff is the sole appointing authority for all Sheriff's personnel employed pursuant to this MOU.
- B. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel shall remain with the Sheriff and shall be performed by Sheriff.
- C. The Sheriff is solely responsible for reassignment of all Sheriff's personnel employed pursuant to this MOU. No District personnel shall perform law enforcement duties, which Sheriff is obligated to provide under this MOU, except as may be otherwise expressly provided in it or as may be agreed upon.
- D. Requests for changes in level or type of service, or complaints about service are to be made by the District, in writing, to the Sheriff. The Sheriff agrees that to the extent reasonably



possible, rotation of staff for this assignment will be minimized in order to develop staff expertise about the District.

- E. Except as provided in Section 3.F. above, and subject to Board of Supervisor approval, the sworn officers assigned will be employees of the Sheriff's Office and not employees of the District. Sheriff agrees to provide workers' compensation insurance coverage to each of its sworn officers and affirms that supervision of them will be provided by the Sheriff's supervisors. The intent of this provision is to prevent the creation of "special employer" relationship under California workers' compensation law. The Sheriff further agrees to obtain a waiver of subrogation for the workers' compensation insurance with respect to the sworn officers assigned under this MOU.
- F. Sheriff shall be responsible for the payment of benefits for its own employees, including any public employee retirement benefits and social security benefits during any services rendered under this MOU. Such employees shall not be entitled to any payment of benefits from the District and any policies, benefits or agreements of the District will not apply.

## **5. DEPLOYMENT OF PERSONNEL**

- A. The District is not limited to the level of services indicated on Exhibit B, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Permanent changes to the level of service shall be reflected in a written amendment to this MOU and costs, as applicable, will be adjusted.
- B. The District shall request changes to service levels in writing pursuant to the terms of this MOU. The parties agree the Sheriff shall have reasonable time to implement changes in staffing patterns and shall make such adjustments to service levels within one-hundred twenty (120) days of receipt of written request.
- C. Supplemental security, supplemental sworn officer support and supplemental professional civilian support staff may be requested, e.g. special events, dignitary protection, or any other situation where it is reasonably expected that additional security services are warranted, shall be provided in writing ten (10) days in advance of the first service date and no less than three (3) days advance notice. Unless supplemental changes are requested in writing and mutually agreed to by the Sheriff and the District, contracted security service levels remain in effect. The Sheriff will make its best effort to fulfill supplemental security needs. For matters scheduled in advance that require additional security services, the District will request and the Sheriff shall provide an estimate of costs of additional services. The District will be billed for such services as provided in the contract and under the same terms that the Sheriff offers to other contract agencies.

## **6. TRANSFER OF PERSONNEL**

Placement of current District law enforcement personnel, if any, will be determined on employee's training and professional experience, past performance and recommendation from the District's Interim Police Chief. Exhibit C addresses classification, examination, employment and training requirements that will be considered in the transfer of personnel. The parties shall meet and confer in good faith regarding the process to be followed regarding transfer of District employees.



7. **TERM**

This MOU shall be in effect from \_\_\_\_\_, 2014 through June 30, 2017, unless sooner terminated or extended as provided for in it. With consent of the District and the Sheriff, this MOU may be extended for successive periods not to exceed five (5) years per extension period.

8. **CHANGES AND AMENDMENTS**

- A. Either the Sheriff or the District may request changes in the scope of services. Any mutually agreed upon changes shall be effective when incorporated in written amendments to this MOU.
- B. If any legislative or budgetary changes occur during the course of this MOU that impacts the services to be provided pursuant to this MOU, the parties will meet and confer regarding such changes and amend this MOU as necessary.

9. **WORKSPACE AND SUPPORT SERVICES**

District agrees to provide Sheriff with suitable work space to perform contracted services provided in Exhibit A, and such other services as may be required for performance of services under this MOU during those periods of time when the Sheriff needs to be on District premises.

10. **UNIFORM AND EQUIPMENT**

Sheriff's sworn personnel performing services under this MOU shall wear the prescribed uniform and standard equipment of the Sheriff's Office, except as directed by the Sheriff.

11. **PROVISION OF EQUIPMENT, SUPPLIES AND PERSONNEL**

- A. If special equipment is necessary by the Sheriff for performance of services not routinely provided by the Sheriff's Office, but that are agreed by the parties to be required under this MOU (such as traffic enforcement), Sheriff shall notify District in writing of the required equipment. The District may furnish such equipment or authorize Sheriff to obtain the equipment through the Sheriff's Office. In either case, all costs associated with providing and maintaining the equipment shall be paid by District, separate and apart from this MOU, except that Sheriff will be responsible for any damage to the equipment caused solely by willful misconduct or gross negligence of Sheriff personnel. Any such special equipment shall meet with Sheriff's code and specifications. Title to any special equipment purchased under this Provision shall remain with District. If the District elects not to provide the required special equipment, Sheriff is authorized to modify or discontinue the performance of activities for which the equipment is deemed by the Sheriff to be necessary.
- B. Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the District or with the District logo, all such items shall be provided at District's separate cost and expense.



12. **COST OF SERVICES**

- A. Personnel performing services under this MOU will be entitled to all benefits including cost of living allowances, paid holidays and other paid leave (such as vacation, compensatory time, sick leave, disability, compassionate, military, and jury duty) as allowed by County for all personnel and/or as allowed by bargaining agreements governing the personnel classifications performing services hereunder. All costs associated with such benefits are allowable under this MOU.
- B. District shall not be financially responsible for direct expenses attributable to services and facilities normally provided or available to law enforcement agencies in the County as part of the County's obligation to enforce State law.
- C. Sheriff will not make up any shortfall between the expenses and actual reimbursement for services under this MOU. All monies owed are due and payable within thirty (30) days of receipt of the monthly billing or services will be reduced to match available funding.

13. **BILLING**

- A. The Sheriff's fiscal staff will use, and the District will accept as supporting documentation, financial reports from the County Integrated Fund Accounting System and other locally developed automated reporting/tracking tools to calculate the rates and number of hours to be charged to the District.
- B. Sheriff shall forward an invoice for services rendered and the District shall pay the Sheriff within thirty (30) days of receipt of the invoice.
- C. Within thirty (30) days of the termination or expiration of this MOU, all amounts billed to the District are due and payable in full.
- D. If the billed amount is disputed, the District shall notify the Sheriff in writing.
- E. Notwithstanding a dispute, the District shall approve and forward payment voucher to the Sheriff and submit the dispute to the dispute resolution process pursuant to this MOU.
- F. An account receivable shall be established for unpaid amounts per billing period and unpaid monies over ninety (90) days in arrears will be directed to collections.

14. **TERMINATION**

- A. Subject to any applicable provisions of state law, any party may terminate this MOU upon sixty (60) days written notice to the other party and both parties will make a good faith effort to provide up to ninety (90) days written notice if possible.
- B. At termination, whether mutually agreed to or as a result of default, the District shall pay all outstanding costs due to the Sheriff.

15. **DISPUTE RESOLUTION**

Except as provided in Section 3.C and D, if the parties fail to mutually agree on any matters under this MOU or if either party believes the other has failed to satisfactorily perform or is otherwise in breach of this MOU, the parties shall submit the matter to resolution according to the following procedures:

- A. If there is a disagreement, dispute or alleged breach arising out of or in connection with this MOU, the disputing party shall first provide a written statement to the other describing the general nature of the claim.
- B. The statement must indicate that it is the first statement of a formal dispute resolution process.
- C. The statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.
- D. Within ten (10) business days of the receipt of the statement by the other party, the respective authorized representatives shall meet and confer in good faith to either: (1) resolve the matter and set forth such resolution in writing; or, (2) define the dispute in writing that includes a description of each party's position, proposed resolution(s) and a list of projects or tasks that would be affected by the proposed resolution.
- E. If the authorized representatives fail to resolve the matter, within ten (10) business days of such failure to agree, the Sheriff and the President of the District shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective authorized representatives shall serve as the basis for further attempts at resolution. In the event the parties are unable to resolve the dispute, the provisions in Section 3.C. shall be implemented.
- F. A resolution of the matter shall be memorialized in writing and incorporated into this MOU.

**16. TITLE TO REPORTS**

Sheriff will maintain custody of the law enforcement reports and records it creates while performing services under this contract. District may review these reports and records, unless prohibited by law. Sheriff shall give District copies of these reports and records upon request.

**17. RULES, REGULATIONS, POLICIES AND PROCEDURES**

- A. Personnel assigned to provide services hereunder shall abide by all rules, regulations, policies, procedures (hereinafter referred to as procedures) and General Orders applicable to Sheriff's personnel.
- B. The requirements of this MOU shall take precedence over any College procedures. The Sheriff and District shall confer should any conflict exist between Sheriff and District procedures.; however, in view of the Sheriff's expertise with regard to law enforcement procedures and their impact on the operations of the Office, the Sheriff retains the final authority to determine how any conflicts between Sheriff and College procedures shall be resolved. In the event the parties are unable to resolve the dispute, the provisions in Section 3.C. shall be implemented.

**18. DISTRICT POWERS AND ENFORCEMENT OF DISTRICT ORDINANCES**

- A. It is agreed that in performing the services pursuant to this MOU, Sheriff shall have all the Law Enforcement powers of the District and shall receive full cooperation from District to enable efficient and effective enforcement of such rules, regulations, resolutions, and/or



ordinances of District that are enforced by Sheriff pursuant to this MOU. District shall likewise receive full cooperation from the Sheriff in efficient and effective enforcement.

- B. District is responsible for the validity of its rules, regulations, resolutions, and ordinances and District shall defend, hold harmless, and indemnify Sheriff, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a District ordinance with respect to any allegation that any arrest, citation, or other action taken by Sheriff, its officers, agents, or employees was taken under an invalid District ordinance.

19. **PUBLIC ENTITY MUTUAL INDEMNIFICATION**

A. *Sheriff to Indemnify District*

Sheriff agrees to defend and indemnify District, its agents, officers and employees (collectively referred to in this subdivision as 'District'), from any claim, action or proceeding against District, arising solely out of the acts or omissions of Sheriff in the performance of this MOU. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Sheriff of any obligation imposed by this Section. District shall notify Sheriff promptly of any claim, action or proceeding and cooperate fully in the defense.

B. *District to Indemnify Sheriff*

District agrees to defend and indemnify the Sheriff, the County, its agents, officers and employees (collectively referred to in this subdivision as 'Sheriff') from any claim, action or proceeding against Sheriff arising solely out of the acts or omissions of District in the performance of this MOU. At its sole discretion, Sheriff may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve District of any obligation imposed by this Section. Sheriff shall notify District promptly of any claim, action or proceeding and cooperate fully in the defense.

C. *Each Party to Defend Itself for Concurrent Claims*

Sheriff agrees to defend itself, and District agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Sheriff and District. In such cases, Sheriff and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subdivision E.

D. *Joint Defense*

Notwithstanding subdivision C, in cases where Sheriff and District agree in writing to a joint defense, Sheriff and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of District and Sheriff. Joint defense counsel shall be selected by mutual agreement of Sheriff and District. Sheriff and District agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subdivision E. Sheriff and District further agree that neither party may bind the other to a settlement agreement without the written consent of both Sheriff and District.

E. *Reimbursement and/or Reallocation*

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Sheriff and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

20. **COMPLAINTS**

Sheriff agrees to handle and respond to complaints in a courteous and timely manner. Citizen complaints against Sheriff's personnel shall be investigated and responded to by the Sheriff. Complaints shall be processed and records shall be maintained in accordance with applicable law and published procedures of the Sheriff's Office. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent authorized by law.

21. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract or otherwise delegate its duties under this MOU, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

22. **INDEPENDENT CONTRACTOR STATUS**

The MOU is between the Sheriff and the District and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the Sheriff and the District.

23. **GOVERNING LAW, JURISDICTION, AND VENUE**

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in Solano County.

24. **NOTICES**

Any notices required or permitted shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other.

District  
Yulian Ligioso  
Vice President of Finance & Admin.  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Sheriff  
Thomas A. Ferrara  
Sheriff-Coroner  
Solano County Sheriff's Office  
530 Union Avenue, Ste. 100  
Fairfield, CA. 94533



25. **SUBSEQUENT YEARS**

Costs to be paid by District to Sheriff will be adjusted annually based on increases in wages, benefits, and other items related to Sheriff's performance of services under this MOU. Whenever the Board of Supervisors increases salaries in the Sheriff's Office and the increases relate to this MOU, Sheriff shall provide District with projected costs for the subject fiscal year which shall be incorporated into this MOU as of the effective date of such increase.

26. **ENTIRE AGREEMENT**

This MOU, including all Exhibits, constitutes the entire agreement between the District and the Sheriff with regard to the rights and responsibilities outlined in it. As such, all written and oral understandings are superseded by this MOU.

Solano Community College District

Solano County

By \_\_\_\_\_  
Yulian Ligioso, VP of Finance & Admin.

By \_\_\_\_\_  
Thomas A. Ferrara, Sheriff - Coroner

APPROVED AS TO FORM

APPROVED AS TO FORM

By \_\_\_\_\_  
District Counsel

By \_\_\_\_\_  
County Counsel



## **EXHIBIT A**

### **Scope of Work for Law Enforcement Services (District Service Unit)**



The District and the Sheriff agree that the following provisions shall be applicable to any determination of the extent of the duties and functions to be rendered under this "MOU," or to the level or manner of performance of such service:

1. In providing law enforcement services for the District, the Sheriff's primary focus and principal jurisdiction shall be limited to law enforcement on the campuses of the District or other grounds or properties owned, operated, controlled, or administered by the District.
2. Among the law enforcement and security services the Sheriff will perform under the MOU are services such as the following:
  - A. Observing and reporting facility problems that pose a safety hazard, risk to the public or jeopardize the integrity of campus security (for example, broken windows, burnt-out lights, water leaks, and the like) and other matters needing attention by District personnel (e.g., graffiti, or excessive litter);
  - B. Investigating the whereabouts of missing equipment or property, responding to incidents requiring first aid; completing and submitting injury reports;
  - C. Providing security and maintaining order at meetings, hearings, rallies, and other gatherings; and,
  - D. Rendering aid to students and others on campus who need assistance because they are having vehicle problems (e.g., dead battery, lost keys) or who ask to be escorted to their vehicles at night or in other appropriate circumstances.
  - E. Respond to and investigate any and all reports of crimes or criminal activity on District campuses, properties, or facilities. Make appropriate arrest(s) and/or issue citation(s) as needed. File criminal cases with the Solano County District Attorney's Office for prosecution. Process subpoenas and testify at court proceedings as necessary.
3. The Sheriff's personnel will also be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated District administrator; receiving and processing citizens complaints about individuals employed by the Sheriff; complying with applicable laws and regulations regarding the compilation and reporting of District crime statistics; providing operational non-sworn community service officers; observing the training and qualifications requirements set forth in Education Code section 72330 and following; participating in parking enforcement on campus; and assisting with District emergency response planning and preparedness.
4. The Sheriff will reasonably accommodate the preferences of the District President in terms of the "enforcement style" adopted by the Sheriff on campus; and all Sheriff's personnel shall become sufficiently familiar with the District which they serve, including its services and



procedures, to be able to direct students and visitors to locations on campus and to assist in finding appropriate resources on campus. The Sheriff will cooperate with the District to develop and implement a training program to train the District officers that remain members of the Sheriff's District Service Unit on applicable requirements of federal and state law, as well as District policies and procedures.

5. The Sheriff shall produce biannual reports, dated January 1 and July 1 of each year. The components of the biannual report are listed below:
  - Misdemeanor arrests
  - Felony arrests
  - Injury reports
  - Observable facilities conditions
  - Special events
  - Responses to facility alarms
  - Responses to graffiti or vandalism incidents
  - Administrative hearings
  - Requests for supplemental services
6. An annual report will be produced September 1 of each year and shall be for the prior fiscal year ended June 30. It will include all Clery Act reporting requirements which must be published each year by October 1.

### **District's Scope of Responsibility**

The operational and functional duties and responsibilities of the District include:

- Contracting for a Level of Service and providing Sheriff reasonable turnaround to staff the District Service Unit selected;
- Providing full cooperation and assistance to Sheriff's Officers agents, and personnel;
- Providing Sheriff with points of contact within District and respond to Sheriff's request for assistance when needed;
- Providing Sheriff with vehicles, facility and/or space necessary to efficiently and effectively deliver law enforcement services; and,
- Providing the Sheriff access to District buildings and gates as necessary to effectively execute law enforcement services.



## EXHIBIT B

### District Service Unit Deployment Cost Options And Service Levels



(Salaries Adjusted Annually for Increases)

The total deployment cost of contract law enforcement services will be based on the District's selection of Levels of Service (Recommended, Reduced and Limited). Law enforcement service costs will be evaluated annually and are determined by the Solano County Auditor-Controller, Risk Management, employee COLA's, or as service levels change. No additional charges will be incurred by the District unless specifically contracted and agreed to. Other requests for supplemental security, e.g. special events, will be determined as requests are received.

Assumptions: Should circumstances warrant, the resource deployment may be changed. For example, if one campus is determined to have a unique crime or security problem that merits additional resources or during summer and winter breaks and campus closures, the normal deployment arrangements may be adjusted provided campuses continue to receive coverage and deputy/security officer safety is not compromised. In some instances, security services may be limited to Beat Patrols, e.g. over scheduled County holidays

Law Enforcement Services Costs	
<i>* Compensated directly by District</i>	
<b>Recommended Services</b>	
Service Area Manager- (Lieutenant Sheriff)	184,207
Deputy Sheriff x 2	297,756
Sheriff's Security Officers x 2 plus (8,296 Hrs)	360,957
Police Services Technician *	0
Relief for Leaves	20,000
Operating Expenditures	
Supplies	16,917
Contracted Services	0
Communications	6,255
Rents & Leases	20,000
Maintenance Contracts	15,329
Indirect Costs	58,971
<b>Projected Cost of Recommended Services</b>	<b>980,392</b>

MAIN CAMPUS						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Area Manager (1000 - 1800)						
Deputy Sheriff (0730 - 2230)						
Sheriff Security Officer (2230-0730)						
					SSO (0730-2230)	
Sheriff's Central Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sgt						

VALLEJO CAMPUS						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (0800-2230)						
Sheriff's South Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sgt						

VACAVILLE CAMPUS						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (0800-2230)						
Sheriff's North Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sgt						



### Reduced Services

Service Area Manager- (Lieutenant Sheriff)	184,207
Deputy Sheriff x 2	297,756
Sheriff's Security Officers Part Time (8,060 Hrs)	205,852
Police Services Technician *	0
Relief for Leaves	20,000
Operating Expenditures	
Supplies	16,917
Contracted Services	0
Communications	6,255
Rents & Leases	20,000
Maintenance Contracts	15,329
Indirect Costs	49,044
<b>Projected Cost of Reduced Services</b>	<b>815,360</b>

### Limited Services

Service Area Manager- (Lieutenant Sheriff)	184,207
Deputy Sheriff x 1	148,878
Sheriff's Security Officers Part Time (6,240 Hrs)	159,370
Police Services Technician *	0
Relief for Leaves	20,000
Operating Expenditures	
Supplies	16,917
Contracted Services	0
Communications	6,255
Rents & Leases	20,000
Maintenance Contracts	15,329
Indirect Costs	36,541
<b>Projected Cost of Limited Services</b>	<b>607,497</b>

### MAIN CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Area Manager (1000 - 1800)						
Deputy Sheriff (0730 - 2230)						
Sheriff Security Officer (0730-2230)						
Sheriff's Central Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VALLEJO CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's South Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VACAVILLE CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's North Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### MAIN CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Service Area Manager (0900-1700)						
Deputy Sheriff (0900-1700)						
Sheriff Security Officer (1430-2230)						
Sheriff's Central Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VALLEJO CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's South Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						

### VACAVILLE CAMPUS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sheriff Security Officer (1430-2230)						
Sheriff's North Beat Patrol As Needed (24/7) 2 Deputies plus 1 Sergeant						





## **EXHIBIT C**

### **Transfer of Personnel, Firearms and Ammunition**



**WAIVER OF COMPETITIVE RECRUITMENT:** Many jobs with Solano County are governed, under a civil service system that requires, in part, a competitive recruitment. The County agrees to waive competitive recruitment requirements for those District employees being initially considered for employment by the County.

**APPLICATION AND EMPLOYMENT:** The transfer of certain law enforcement personnel will be considered upon completion of a pre-employment application packet and a classification study conducted by the County's Human Resources Department. Applicants must complete an application packet by <Date> to be considered for non-competitive hiring by the County. A conditional offer of employment may be made subject to successful completion of background investigation, past performance evaluations and recommendation from the District's Interim Police Chief.

**BACKGROUND INVESTIGATION:** Applicants will be subjected to a comprehensive background investigation that meets Sheriff's Office standards. The background investigation will include a thorough assessment of a candidate's personal, employment, educational, criminal, and credit history. The investigation may include, but is not necessarily limited to: use of prescription and/or other drugs, reports from former employers, friends, family members, neighbors, educational institutions, law enforcement agencies, credit reports, court reports, public records search, and/or other relevant sources. Candidates must be honest and forthcoming about information that may arise during the background process. Deception during any portion of this process is grounds for disqualification, even after employment.

**INTERVIEW, EXAMINATION & NOTIFICATION:** Upon request of the Sheriff's Personnel Unit each applicant will participate in a pre-investigative employment interview. Voice Stress Analysis examinations may be required for applicants at the discretion of the Sheriff. The County, through the Sheriff, shall determine the qualification of each applicant for employment. Any information obtained by the County and Sheriff during the background investigation will not be released to any individual, department, agency, including District, or other entity of the District, unless required by law.

**MEDICAL/OTHER EXAMINATIONS:** Upon passing a background investigation, each applicant who receives a conditional offer of employment will undergo a drug screening and medical examination administered through the Sheriff's Office (sworn personnel will submit to an additional psychological examination), from which it shall be determined that applicant is medically fit as of <transfer date> to perform the duties of the Sheriff position for which such applicant is designated. If, subsequent to the medical examination, but prior to the <transfer date>, any District employee is injured, disabled, or otherwise rendered unable to perform the duties of the position in which the applicant is to be employed by the County, the employee shall be required to pass a further medical examination as an additional condition of employment by Sheriff. District employees will remain the responsibility of the District until such time as they successfully pass all medical examinations and this MOU is fully executed.



**RELEASE OF INFORMATION:** Each applicant will complete a standard waiver authorizing the Sheriff to review the applicant's performance records, personnel files, training records, and any other information which may be relevant to the applicant's employment with County.

**PENDING DISCIPLINE:** Applicants who are subject to pending employment-related disciplinary action or criminal charges on <transfer date>, will not be eligible for transfer to County until their investigation has been fully adjudicated. These applicants remain the responsibility of the District. A disciplinary investigation is "fully adjudicated" for purposes of this MOU once the District has deemed the matter adjudicated at the District level, and/or the District has entered into an individual agreement with the applicant to resolve the matter.

**PERSONNEL RECORDS:** District shall obtain permission from each District employee and the District shall provide County by <transfer date> with the complete copies of the employee files of all personnel to be transferred pursuant to this MOU, including all claims for disability compensation. The Sheriff shall thereafter be the custodian of all such files.

**ACCRUED BENEFITS:** County or Sheriff shall not be responsible for any applicant's accrued District benefits; including but not limited to: vacation, sick days, saved time, compensatory time, retirement, savings plan, and education benefits. Accepted applicants must complete a one-year probationary period with the Sheriff, which can be extended for cause or for an injury that causes the employee to be absent.

**ASSIGNMENT:** Accepted applicants may be assigned to units within the Sheriff's Office including but not limited to Court Services, District Services Unit, Security Services, etc. The Sheriff will use best efforts to accommodate an applicant's preference; however, the Sheriff will assign the applicant based on the operational needs of the department and assist with department operations.

**SENIORITY:** Applicants who are hired will have a County hire date for seniority purposes that is the same as the <transfer date>. The County will use an applicant's hire date for each of the following: determining vacation and sick leave accrual; determining vacation bidding; eligibility for participation in the County Deferred Compensation and Savings plans; layoff, if any; and transfer preference. The Sheriff will adhere to the <transfer date> for bidding purposes (e.g., vacation, shift changes, etc.).

**PROMOTION:** Applicants eligible for promotions with the Sheriff shall be governed by current class specifications and successful completion of the probationary period. Qualifications for promotion are governed by County rules, regulations and classification specifications. Applicants will be given credit for experience as a District employee when applying for a Sheriff's Office position when such credit would be available to County employees under County rules and regulations.

**OFF-DUTY EMPLOYMENT:** Sheriff may authorize off-duty employment consistent with current Sheriff's Department Policy.

**SWORN TRAINING:** Sheriff and the County will provide orientation, policy and procedure, tactical and any other necessary training to sworn applicants that are hired. Sworn applicants are required to complete an orientation/training (Field Training Officer Program) with Sheriff.

**SHERIFF'S SECURITY OFFICER TRAINING (SSO):** SSO applicants are required to complete a PC 832 training that fulfills the Penal Code Section 832 for peace officers requirement. Satisfactory completion of this course must be demonstrated by passing POST-developed examinations that include a written test and an arrest control performance test.



**POLICE STATION:** After <transfer date>, the Sheriff shall share all use and occupancy of the property known as the Solano Community District Police Department, located at 4000 Suisun Valley Road, Building 1800B, Fairfield, with the non-sworn District Police Department personnel until the termination of this MOU. It is expressly understood that the District Police Department may be used by the Sheriff in connection with the performance of his duties in territory outside of the District during the term of this MOU; provided, however, that the performance of such outside duties shall not be at any additional cost to the District.

**MAINTENANCE:** The District shall perform all routine, day-to-day maintenance and repairs to the interior and exterior of the District Police Department. Routine maintenance and repairs shall include, but not be limited to the following: janitor service; incidental plumbing and electrical; heating ventilation and air conditioning ("HVAC") maintenance; interior painting; non-structural repairs to wall, ceiling and flooring surfaces; maintenance and repair of lighting fixtures; replacement of light bulbs; maintenance and repair of interior windows and doors; maintenance and repair of furniture; and minor remodeling.

The District shall be responsible for all other repairs, including non-routine or major repairs to the building, both major and minor, and for replacement of any improvements or fixtures, including but not limited to the replacement of plumbing, electrical or HVAC systems or any portion thereof. The Sheriff shall notify the District of known repairs in writing. Major repairs shall be undertaken by the District, at its sole expense.

"Emergency Repair" shall be defined as a Major Repair that if left unrepaired would compromise the health, welfare, or security of the police department inhabitants or the public, as determined by the Sheriff. The Sheriff may commence Emergency Repairs immediately after notification by the Sheriff to the District's designated emergency contact person. District shall provide the Sheriff with the name and telephone number of a designated contact person(s) for emergencies, for both working hours and after hours. The Sheriff shall invoice the District for the costs incurred by it for an Emergency Repair.

All invoices for Emergency Repairs undertaken by the Sheriff shall be due and payable sixty (60) days from the date of invoice. The maintenance and repairs authorized by this section are intended solely to maintain the District Police Department in good working order and in the condition intended by the parties before and after completion of the improvements and refurbishment contemplated by this MOU, normal wear and tear excepted.

**COMMUNICATIONS EQUIPMENT:** Sheriff's personnel shall retain individual radios, issued and maintained by the Sheriff. District communications equipment remains the responsibility of the District and may be used by Sheriff personnel in their law enforcement capacity.

**FIREARMS AND AMMUNITION:** The Sheriff shall assume control of unassigned weapons and any other law enforcement equipment including but not limited to rifles, patrol bicycles, training equipment, etc.

**COMPUTERS AND OFFICE EQUIPMENT:** Computers and office equipment shall remain the responsibility of the District and shared by the Sheriff. Sheriff shall be provided with the ability to install proprietary software onto District computer equipment to effectively administer law enforcement services. Sheriff's software shall be stripped from computers that have reached usefulness or in the event of termination of this MOU, Sheriff shall retain ownership of all software installed by the Sheriff.

**PROPERTY OWNERSHIP:** Any personal property, furniture, computers and office equipment, telephone equipment, communication equipment, firearms and ammunition, vehicles and other equipment transferred to or purchased by the Sheriff for the District pursuant to this MOU will become and remain the property of the Sheriff. All right, title and interest in the property transferred by the



District shall be free and clear of any encumbrances. District shall be responsible for any and all outstanding loans or liens against the property. In the event of the termination of this MOU, Sheriff shall retain ownership of all such property.

**CASE FILES:** Within twenty-four (24) hours of the execution date, the District shall provide the Sheriff or his designee a listing of active cases and the status of all ongoing investigations. On the transfer date the District shall relinquish control of all active and closed case files for the preceding three-year period to the Sheriff or his designee.

AGENDA ITEM 14.(f)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** PROPOSED AGREEMENT WITH AEROTEK, INC., FOR  
CONTRACT PERSONNEL

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to contract with Aerotek, Inc. Aerotek is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. A "Lead Engineer" and "Engineer" are required to backfill two vacant positions while the District hiring process for the permanent positions are carried out. The agreement is through June 30, 2015, or until the positions are filled, whichever comes first. Total contract amount not to exceed \$100,000.

Attached is a copy of the agreement.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$100,000

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

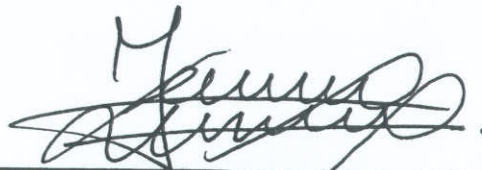
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





## SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made this 10th day of July, 2014, by and between AEROTEK, INC., a Maryland corporation, ("AEROTEK"), and Solano Community College ("Client").

### BACKGROUND

AEROTEK is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term "Contract Employee" means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

**1. TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

### 2. CONTRACT EMPLOYEES:

**2.1. SERVICES:** AEROTEK shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A, is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or AEROTEK request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing by both parties. Such agreed upon terms shall become a part of this Agreement, as amended.

**2.2. DUTIES:** It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Exhibit A for Client without the express written consent of AEROTEK. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A or within the job description attached hereto, AEROTEK may, in its sole and absolute discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees.

Client agrees that it will not permit any Contract Employee to (i) handle cash, negotiable instruments or other valuables without AEROTEK's written consent (and then only under Client's direct supervision), or (ii) transport or convey money, securities or negotiable instruments for Client (including, but not limited to, delivering bank deposits to a bank or other institution).

**3. INDEPENDENT CONTRACTOR STATUS:** With respect to the services provided by AEROTEK, AEROTEK shall be an independent contractor. AEROTEK shall provide any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

**4. INVOICES:** AEROTEK shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK shall be supported by a time card or other time record approved by a representative of Client. Invoices submitted by AEROTEK to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

**5. PAYMENT DEFAULT:** Payment in full for invoices via check or EFT shall be due within thirty (30) days from invoice date, at AEROTEK, 3689 Collection Ctr. Dr., Chicago, Illinois 60693. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due or Client has exceeded AEROTEK's established credit limit, AEROTEK shall notify Client verbally or in writing of such occurrence. Upon such notice, AEROTEK may, without additional notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption or stoppage of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment.

**6. EXPENSES:** Client shall reimburse AEROTEK for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

**7. COLLECTION:** If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of AEROTEK's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the terms of Section 15.10 of this Agreement AEROTEK may institute proceedings to seek a default judgment in any court of competent jurisdiction in the United States.





**8. TIME RECORDS:** AEROTEK Time and Expense shall be the official time record for purposes of payment under Sections 4 and 5 herein.

**9. PURCHASE ORDERS:** Payment of AEROTEK invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK a written purchase order [ ] days/hours before the first Contract Employee start date identified on Exhibit A. As stated in Section 15.7 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. If a purchase order is required pursuant to this paragraph, failure by Client to deliver said purchase order shall not release Client of its obligations contained in this Agreement.

**10. RESTRICTIVE COVENANT:**

**10.1 RESTRICTIVE COVENANT - CONVERSION:** AEROTEK is not an employment agency. Its services are provided at great expense to AEROTEK. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employee's last day of work at Client through AEROTEK, the Client will pay AEROTEK, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

**10.2 RESTRICTIVE COVENANT - RIGHT TO HIRE:**

Notwithstanding, the above Section 10.1, if Contract Employee has completed the minimum assignment duration at Client for AEROTEK, pursuant to Exhibit A, there will be no fee for directly hiring the Contract Employee.

**10.3. ACCOUNT STATUS:** If Client exercises its right to hire a Contract Employee at a time when Client is in breach of Section 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee equal to 30% of the Contract Employee's first year salary, including bonuses with Client, even though the Contract Employee has completed the assignment duration outlined in the attached Exhibit A.

**10.4. SUBMITTALS - RIGHT TO HIRE:** Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates for which resumes are submitted to Client by AEROTEK in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by AEROTEK is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK as liquidated damages an amount equal to 30% of the employee's first year annual salary, including bonuses.

**11. CONTRACT EMPLOYEE PERFORMANCE:** Within the initial employment guarantee period as detailed in the attached Exhibit A from any Contract Employee(s) starting date, Client shall review the Contract Employee's performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and

Client wishes AEROTEK to terminate its engagement of such Contract Employee, Client must notify AEROTEK within the initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful and are bona fide in AEROTEK's reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that AEROTEK terminate the engagement of that Contract Employee upon written notice to AEROTEK, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

**12. LIMITATION OF LIABILITY:** AEROTEK does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that AEROTEK is not responsible for any aspects of the Contract Employees' work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, AEROTEK shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

**13. CLIENT PROPERTY:**

**13.1. WORK PRODUCT:** All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

**13.2. DAMAGES:** AEROTEK does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows Contract Employees to use or have access to any property of Client, (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK against and from such claims made or brought for any damaged, stolen, or lost property of Client.

**13.3. CONFIDENTIALITY:** AEROTEK recognizes that while performing its duties under this Agreement, AEROTEK and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

**14. NOTICES:**

**14.1. MANNER:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery,



express mail, or certified or registered mail, postage prepaid, return receipt requested.

**14.2. ADDRESSEE:** A Notice shall be addressed, in the case of AEROTEK, to Assistant Controller--Mid-Atlantic Region at: 7301 Parkway Dr. Hanover, MD 21076 or, in the case of Client, to Solano Community College, at 4000 Suisun Valley Road, Fairfield, CA, 94534. If sent by facsimile, a Notice shall be sent to AEROTEK at (410) 579-3106 or to Client at (707) 864-7000.

**14.3. DELIVERY:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted; provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

**14.4. CHANGES:** Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

#### **15. MISCELLANEOUS:**

**15.1. GOVERNING LAW:** The laws of the State of Maryland shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

**15.2. SEVERABILITY:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

**15.3. COUNTERPARTS:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

**15.4. HEADINGS:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

**15.5. BINDING EFFECT:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

**15.6. AMENDMENTS AND MODIFICATIONS:** Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

**15.7. ENTIRE AGREEMENT:** This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

**15.8. WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**15.9. REMEDIES CUMULATIVE:** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

**15.10. ARBITRATION:** Except as provided in Section 7 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

**15.11. BACKGROUND SECTION:** The Background section above is a part of this Agreement.

**15.12. ASSIGNMENT:** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

**15.13. MOTOR VEHICLES:** Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK expressed written permission.

**15.14. COMPLIANCE:** Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK hereunder, including but not limited to the following:

**15.14.1. EQUAL OPPORTUNITY:** AEROTEK is an equal opportunity employer and refers Contract Employees regardless





of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK with respect to any and all claims that Client took action in violation of federal, state, and/or local laws, including costs of suit, settlement and attorneys' fees.

**15.14.2. GOVERNMENT CONTRACTING – NOTIFICATION AND WAGE DETERMINATION:**

Client represents and warrants that the services to be provided by Contract Employees are not (i) supporting a contract for the United States, State or Local Government; or (ii) subject to any federal, state, or local prevailing wage determination, including but not limited to, the Service Contract Act of 1965, Davis-Bacon Act, or Walsh-Healey Public Contract Act. Client acknowledges and agrees that Client is responsible for (i) prior notification to AEROTEK of any and all projects that support a contract with the United States, State or Local Government, and (ii) the accuracy of any applicable prevailing wage determinations and flow down provisions. If it is later determined that such services provided by Contract Employees were in support of a United States, State or Local Government contract, Client agrees to indemnify AEROTEK for any claims, costs or fees which (i) AEROTEK may incur from any misclassification related to such determination; and (ii) result from any inaccuracy of the Client provided wage determination including, but not limited to, the failure to notify AEROTEK that the services provided by Contract Employees are or were required to be paid at a prevailing wage. Should Client fail to notify AEROTEK of an applicable prevailing wage or provide accurate wage determinations, AEROTEK reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. Further, AEROTEK will charge a ten percent (10%) fee, as liquidated damages for Client's failure to notify AEROTEK that a prevailing wage applies, which will be calculated based on the total difference in the rate for all hours worked.

**15.14.3. AVIATION REGULATIONS:** Client represents that none of the services to be performed by any Contract Employee will be FAA-regulated as a "SAFETY-SENSITIVE FUNCTION". Client agrees to be solely responsible for making such determination(s), and Client agrees to indemnify AEROTEK and hold AEROTEK harmless for any claims, costs or damages which may result from the Client's breach of its obligations contained herein.

**15.14.4. HEALTH AND SAFETY:** Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate and orient all Contract Employees in all applicable safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client shall provide and require all AEROTEK Contract Employees to wear all appropriate safety equipment. Client will notify AEROTEK immediately in the event of an accident or medical treatment of any Contract Employee, and will provide a completed supervisor's report of

injury. In the event of an accident or other incident involving a Contract Employee, AEROTEK shall have the right to conduct an onsite investigation. Client shall cooperate with AEROTEK in the conduct of its investigation. Client will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement. Client shall indemnify AEROTEK and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

**15.14.5. INTERNATIONAL TRAVEL:** Contract Employee(s) are not authorized to travel internationally without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require international travel without AEROTEK's prior written permission.

**15.14.6. OTHER REQUIREMENTS:** Client acknowledges and agrees that it shall be responsible for notifying AEROTEK of any other industry-specific law or regulation applicable to the services provided by AEROTEK prior to any AEROTEK employee providing any services.

**15.15. ANNUAL INFLATION ADJUSTMENT:** Within the first sixty (60) days of every calendar year, AEROTEK reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or contract employee compensation increases. AEROTEK will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a go forward basis only.

**15.16. DRUG & BACKGROUND SCREENING:** Attached hereto is Exhibit B which is to be completed and signed by both Client and AEROTEK if Client requires AEROTEK to perform certain drug and/or background screenings on its candidate(s) and/or Contract Employee(s). These screenings will be performed at Client's sole expense unless otherwise agreed to in writing by both parties.

WE, the undersigned have executed this Agreement the day and year first above written.

**AEROTEK, INC.**

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

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

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

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

**Client:** Solano Community College

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

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

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

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





### EXHIBIT A

Pursuant to the terms and conditions of the Services Agreement ("Agreement") dated July 10<sup>th</sup>, 2014 by and between Aerotek, Inc. ("AEROTEK") and Solano Community College ("Client"), Client agrees to reimburse AEROTEK in full at the following approved rates:

Skill Set / Position / Name	Straight Time Billing Rate (\$)*	Overtime Billing Rate (\$)*	Temp-to-Hire Duration (Section 10.2)	Initial Employment Guarantee Period (Section 11)	Per Diem Bill Rate (Daily)	Start Date
Engineer	\$50.00/hr	X 1.5 straight time	6 Months	(4) Business Hours	N/A	TBD
Lead Engineer	\$52.00/hr	X 1.5 straight time	6 Months	(4) Business Hours	N/A	TBD

\* Plus applicable sales or other tax

Description of Duties: It is understood the contact duration is most likely between 30-90 days, should Solano Community College want to convert a contractor, or bring that person(s) aboard through the union, after 60 days worked, the conversion fee would be 12% the candidates annual salary

### AGREED AND ACCEPTED:

**Client:**  
Solano Community College

**AEROTEK COMMERCIAL STAFFING**  
A Division of Aerotek, Inc.

By: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Name)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Name)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)



## EXHIBIT B – REQUEST FOR BACKGROUND INVESTIGATIVE SERVICES

Please select what location(s) Background Exhibit B shall govern: ☒ Local or ☐ National (All Locations)

If Local, please list address for these specific requirements: \_\_\_\_\_

As a condition of assignment with **Solano Community College** ("Client"), all Contract Employees provided by AEROTEK, INC. ("AEROTEK") must successfully complete the following background investigations under the requirements described below:

### Applicability

- ☒ Please check here if all the positions listed in Exhibit A will be subject to a Background Check consistent with this Exhibit B-Request for Background Investigative Services ("Exhibit B"). If certain positions and/or types of assignments (i.e. assignments less than two weeks do not require a background check) listed in Exhibit A are not subject to a Background Check consistent with this Exhibit B please select each excluded position and/or assignment type below.

#### **Excluded Position(s) and or Assignment Type**

- ☐ Please check here if every such individual to be placed at Client is part of a "payroll" arrangement and will be assigned to Client without completion of the post-offer, pre-employment background investigation.
- ☐ Please check here if every such individual to be placed at Client will perform work on behalf of Client for a period of \_\_\_\_\_ ☐ weeks ☐ months or less (i.e. two (2) weeks or less) and shall be assigned to Client without completion of the post-offer, pre-employment background investigation.
- ☐ Please check here if Client acknowledges and agrees that every such individual to be placed at Client being re-engaged by AEROTEK for subsequent assignments at Client in which the separation in between assignments is ☐ 30 days, ☐ 60 days, ☐ 90 days, or ☐ Other \_\_\_\_\_ ☐ days or ☐ year(s) shall not require a new background investigation.
- ☐ Please check here if every such individual to be placed at Client in the position of "\_\_\_\_\_" will be assigned to Client and shall be exempt from the completion of the post-offer, pre-employment background investigation. *Additional positions may be handwritten below:* \_\_\_\_\_

### Services\*\*

- ☐ **Seven** year County Criminal Conviction Search and Social Security Trace – includes present and former counties of residence
- ☐ **Seven** year Federal Criminal Search
- ☐ CrimeGuard - National Criminal Record Database Search (for use only as a supplement to County and/or Federal level research)
- ☐ Education Verification – please specify ☐ High School Diploma/GED or ☐ Highest Degree Obtained
- ☐ Employment Verification – please specify last \_\_\_\_\_ employers or past \_\_\_\_\_ years
- ☐ Office of Foreign Assets Control (OFAC)
- ☐ Fraud and Abuse Control Information System (FACIS) – assists in identifying sanctioned individuals and entities in the healthcare field.

**\*\*Other services may be available, please contact your Account Representative for additional information.**

### Criminal Investigation Hiring Criteria

The following criteria will be used to evaluate all background investigations:

- ☐ **Felony Only Conviction Check** (based on job relatedness); or
- ☐ **Felony and Misdemeanor Conviction Check** (please select the misdemeanor convictions and time frames within the past **seven** years you would like to be included in your employment screening process)
- |             |   |
|-------------|---|
| _____ years | <input type="checkbox"/> 1. Crimes involving physical violence, including, but not limited to, abuse of children or the elderly, abduction, including kidnapping, manslaughter, murder, robbery, sexual crimes, assault and/or battery. |
| _____ years | <input type="checkbox"/> 2. Crimes against property, including, but not limited to, arson, theft, larceny, burglary, and trespass.  |
| _____ years | <input type="checkbox"/> 3. Crimes showing dishonesty, including, but not limited to, fraud, deception, or financial exploitation of any person or business.  |
| _____ years | <input type="checkbox"/> 4. Crimes involving drugs, including, but not limited to, unlawful possession or distribution, or intent to distribute unlawfully Schedule I through V drugs.  |
| _____ years | <input type="checkbox"/> 5. Crimes involving firearms or weapons, including, but not limited to, the unlawful concealment, possession and/or use.   |





#### Client Request for Aerotek to Assign Individuals Prior to Completion of Background Check

- ☐ Client acknowledges that as a general rule Aerotek conducts these screenings on a post-offer, pre-employment basis and Client is requesting a waiver of this rule. Client acknowledges and agrees that every such individual to be placed at Client will be assigned to Client prior to completion of the post-offer, pre-employment screening process. NO exceptions will be made. Client acknowledges and agrees that in this event Aerotek is not liable for any acts or damages which an individual who has not fully completed the required Background Investigation may have caused. Client further agrees that they will be responsible for paying for any hours worked by the individual(s) assigned to Client.

All of the above items are post-offer, pre-employment requirements for employment with AEROTEK at Client. Employment decisions will be made in accordance with these guidelines. All decisions made by AEROTEK will be final. By signing below, you are certifying that you are authorized by Client to execute this Exhibit B on Client's behalf and acknowledge your acceptance to this Exhibit B and the hiring criteria requested by Client is compliant with all applicable local, state, and federal laws and EEOC Guidance. Client also agrees to defend, indemnify, and hold harmless AEROTEK, its officers, members, employees, and agents, from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to AEROTEK applying the hiring criteria you have outlined in this Exhibit B. You acknowledge and agree that employment with AEROTEK does not commence until Contract Employee actually works on said specific assignment. In the event of a conflict between this Exhibit B and any other agreement including employment agreements and services agreements, this Exhibit B shall prevail.

**Aerotek, Inc. is an Equal Opportunity Employer**

**IN WITNESS WHEREOF**, the parties have executed this Exhibit, under seal, as of the dates indicated below.

#### AGREED AND ACCEPTED:

Client

AEROTEK, INC.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## EXHIBIT B – REQUEST FOR DRUG TESTING SERVICES

Please select what location(s) Drug Testing Exhibit B shall govern: ☒ Local or ☐ National (All Locations)

If Local, please list address for these specific requirements: \_\_\_\_\_

As a condition of assignment with Solano Community College ("Client") all Contract Employees provided by AEROTEK, INC. ("AEROTEK") must successfully complete the following drug test screening under the requirements described below.

We offer **Lab-Based** or **Instant** testing. **Lab-Based** tests are performed by SAMHSA certified laboratories and all presumptive positive tests are reviewed by a certified Medical Review Officer ("MRO"). Industry standard cutoff levels are applied unless otherwise specified in writing. A Contract Employee who fails to pass a drug screening or breath-alcohol test will be ineligible for employment.

### Applicability

☒ Please check here if all the positions listed in Exhibit A will be subject to a drug screening consistent with this Exhibit B-Drug Testing Services ("Exhibit B"). If certain positions and/or types of assignment's (i.e. Assignments less than two weeks do not require a drug screening) listed in Exhibit A are not subject to a drug screening consistent with this Addendum please list each excluded position and/or assignment type below.

#### Excluded Position(s) and or Assignment Type

- ☐ Please check here if every such individual to be placed at Client is part of a "payroll" arrangement and will be assigned to Client without completion of the post-offer, pre-employment drug screening.
- ☐ Please check here if every such individual to be placed at Client will perform work on behalf of Client for a period of \_\_\_\_\_ ☐ weeks ☐ months or less (i.e. two (2) weeks or less) and shall be assigned to Client without completion of the post-offer, pre-employment drug screening.
- ☐ Please check here if Client acknowledges and agrees that every such individual to be placed at Client being re-engaged by AEROTEK for subsequent assignments at Client in which the separation in between assignments is ☐ 30 days, ☐ 60 days or ☐ 90 days, or ☐ Other; ☐ days or ☐ year(s) shall not require a new drug screening.
- ☐ Please check here if every such individual to be placed at Client in the position of " \_\_\_\_\_ " will be assigned to Client and shall be exempt from the completion of the post-offer, pre-employment drug screening. *Additional positions may be handwritten below:* \_\_\_\_\_

### Drug Testing Requirement (please select only one)\*\*

Instant Urine	Lab-Based Urine
<input type="checkbox"/> 5 Panel Instant	<input type="checkbox"/> 5 Panel Urine
	<input type="checkbox"/> 5 Panel Urine w/expanded Opiates
	<input type="checkbox"/> 5 Panel Urine plus Oxycodone (HHS cutoff levels for Amph and Cocaine)
	<input type="checkbox"/> 7 Panel Urine

\*\* Additional types of testing may be available. Please contact your Account Representative if additional panels are required.

Standard Drug Test Panels and Urine Testing Screening and Confirmation Levels							
Drug	5 Panel Instant	5 Panel Urine (1200)	5 Panel Urine w/expanded Opiates (1365)	5 panel plus Oxycodone (HHS cutoffs) (1255)	7 Panel (1203)	Standard Initial Screening Level	Standard Lab Confirmation Level
Amphetamines	*	*	*		*	1000 ng/ml	500 ng/ml
Cocaine	*	*	*		*	300 ng/ml	150 ng/ml
Opiates	*	*			*	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	*	*	*	*	*	25 ng/ml	25 ng/ml
Marijuana (THC)	*	*	*	*	*	50 ng/ml	15 ng/ml
Expanded Opiates (Hydrocodone/Hydromorphone)			*			2000 ng/ml	2000 ng/ml
Benzodiazepines					*	300 ng/ml	300 ng/ml
Barbiturates					*	300 ng/ml	300 ng/ml
Amphetamines/Ecstasy 6AM				*		500 ng/ml 10 ng/ml	250 ng/ml 10 ng/ml
Cocaine				*		150 ng/ml	100 ng/ml
Opiates				*		2000 ng/ml	2000 ng/ml
Oxycodone				*		100 ng/ml	100 ng/ml

\*\* Additional panels/screening levels may be available. Please contact your Account Representative if additional panels/levels are required.





### Test Reasons

Please check each box in which a drug test is required. For each primary box selected, please complete any corresponding sections.

☒ Pre-Employment Testing - completed only when required by the Client (if selected, please choose option below)

Choose one of the following two options:

☐ All pre-employment testing will be conducted within 90 days prior to the start of the assignment. All drug testing is conducted on a post-offer, pre-employment basis. **Results are not permitted to be pending.**

☐ **Pre-Employment drug tests are permitted to be pending at the time of start.** Client acknowledges and agrees that every such individual to be placed at Client will be assigned to Client prior to completion of the post-offer, pre-employment drug screening process. NO exceptions will be made. Client acknowledges and agrees that in this event AEROTEK is not liable for any acts or damages which an individual who has not fully completed the required Drug Screening may have caused. Client also understands that any Contract Employee who fails to pass the Drug Screening will be removed from the Client's site immediately, without any liability or recourse to AEROTEK. **Client further agrees that they will be responsible for paying for any hours worked by the individual(s) assigned to Client.**

☒ Post-Accident - Where permitted by law, AEROTEK's policy is to conduct a post-accident drug **and** breath-alcohol test\* after an incident in which there is property damage and/or injury. A five panel instant drug test and breath-alcohol test will be completed.

☒ Reasonable Suspicion - Where permitted by law, AEROTEK shall conduct a reasonable suspicion drug test **and** breath-alcohol test\* where we determine there is justification to do so. A five panel instant drug test and breath-alcohol test will be completed.

\*.04% or higher constitutes a failed breath-alcohol test.

Employment decisions will be made in accordance with these guidelines. All decisions made by AEROTEK will be final. By signing below, you are certifying that you are authorized by Client to execute this Exhibit B on Client's behalf and acknowledge your acceptance to this Exhibit B and the screening criteria requested by Client is compliant with all applicable local, state, and federal laws and guidance. Client also agrees to defend, indemnify, and hold harmless AEROTEK, its officers, members, employees, and agents, from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to AEROTEK applying the screening criteria you have outlined in this Exhibit B. You acknowledge and agree that employment with AEROTEK does not commence until Contract Employee actually works on said specific assignment. In the event of a conflict between this Exhibit B and any other agreement including employment agreements and services agreements, this Exhibit B shall prevail.

IN WITNESS WHEREOF, the parties have executed this Exhibit, under seal, as of the dates indicated below.

#### AGREED AND ACCEPTED:

Client

AEROTEK, INC.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF MEASURE Q BOND SPENDING PLAN

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the Measure Q Bond Spending Plan (BSP). The BSP includes the complete list of Measure Q Bond Program Projects and currently proposed project budgets. Over the life of the Bond, the project list and budgets will evolve based on the needs of the institution, market factors (including changes to bid conditions and escalation) and project-specific needs and challenges. Changes to the BSP require the approval of the Board.

Included in this first version of the Measure Q BSP is the project list and spending plan and a second document that includes historic data related to the development of the plan since the first draft in January 2013. The data includes input from the Board from two study sessions –in July 2014 and August 2014.

Once the BSP is approved, individual projects will be “initiated” by the Board.

Government Code: N/A Board Policy: Estimated Fiscal Impact\*: \$0.00  
\*Projects are part of the total Measure Q expenditure of \$348,000,000.

SUPERINTENDENT’S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

\_\_\_\_\_  
PRESENTER’S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

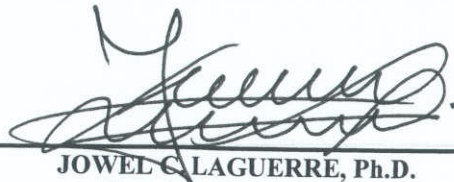
\_\_\_\_\_  
ADDRESS

(707) 863-7855

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

Administration  
\_\_\_\_\_  
ORGANIZATION

August 8, 2014  
\_\_\_\_\_  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

Superintendent-President

August 20, 2014  
\_\_\_\_\_  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT





**SOLANO COMMUNITY COLLEGE DISTRICT  
MEASURE Q BOND PROPOSED SPENDING PLAN 08/20/14**

PROJECT NAME	08/20/14 PROPOSED MEASURE Q BOND SPENDING PLAN	BOND FUNDS BALANCE SUMMARY	
		\$ 348,000,000	
<b>FF CAMPUS</b>		<b>FF Subtotal</b>	<b>\$ 87,800,000</b>
Library/Learning Resource Center	\$ 21,800,000	\$ 326,200,000	
Performing Arts Building (Phase 1 B1200 Renovation)	\$ 6,200,000	\$ 320,000,000	
Performing Arts Building (Phase 2)	\$ 13,700,000	\$ 306,300,000	
Science Building (Phase I)	\$ 33,100,000	\$ 273,200,000	
Science & Math Building (Phase 2)	\$ 8,000,000	\$ 265,200,000	
Career Technology Building (CTE)	\$ 3,000,000	\$ 262,200,000	
Agriculture (Horticulture)	\$ 2,000,000	\$ 260,200,000	
<b>VV CAMPUS</b>		<b>VV Subtotal</b>	<b>\$ 80,200,000</b>
VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ 252,000,000	
Biotechnology & Science Building	\$ 28,000,000	\$ 224,000,000	
Aeronautics & Workforce Development Building	\$ 15,000,000	\$ 209,000,000	
Student Success Center/LRC	\$ 22,000,000	\$ 187,000,000	
Fire Training	\$ 7,000,000	\$ 180,000,000	
Agriculture Building	\$ -	\$ -	
<b>VJ CAMPUS</b>		<b>VJ Subtotal</b>	<b>\$ 80,200,000</b>
Vallejo Prop Purchase Belvedere	\$ 4,800,000	\$ 175,200,000	
Vallejo Prop Purchase Northgate	\$ 6,800,000	\$ 168,400,000	
Site Improvements	\$ 5,100,000	\$ 163,300,000	
Autotechnology Building	\$ 19,600,000	\$ 143,700,000	
Student Success Center/LRC	\$ 22,000,000	\$ 121,700,000	
Career Technology Building	\$ 21,900,000	\$ 99,800,000	
<b>INFRASTRUCTURE IMPROVEMENTS</b>		<b>Infrast. Subtotal</b>	<b>\$ 37,800,000</b>
IT Infrastructure Improvements	\$ 14,000,000	\$ 85,800,000	
Utility Infrastructure Upgrade (Energy)	\$ 23,800,000	\$ 62,000,000	
<b>ADA &amp; CLASSROOM IMPROVEMENTS</b>		<b>Improv. Subtotal</b>	<b>\$ 19,200,000</b>
Small Capital Projects	\$ 8,300,000	\$ 53,700,000	
ADA Improvements	\$ 10,900,000	\$ 42,800,000	
<b>PLANNING, ASSESSMENTS &amp; PROGRAM MANAGEMENT</b>		<b>Prog. Subtotal</b>	<b>\$ 25,400,000</b>
Program Management, District Support and Planning	\$ 25,400,000	\$ 17,400,000	
<b>RESERVE &amp; INTEREST*</b>		<b>Reserve Subtotal</b>	<b>\$ 17,400,000</b>
Program Reserve & Interest	\$ 17,400,000	\$ -	
<b>TOTAL BOND SPENDING PLAN</b>	<b>\$ 348,000,000</b>		

\*Bond interest accrued annually.



## SOLANO COMMUNITY COLLEGE DISTRICT MEASURE Q BOND PROJECT LIST/BUDGETS HISTORIC OVERVIEW

PROJECT NAME	01/22/13 STV Preliminary Budget	07/16/14 BOT Preliminary BSP Presentation	08/06/14 BOT Preliminary BSP Presentation	08/20/14 PROPOSED MEASURE Q BSP	BOND FUNDS BALANCE SUMMARY	
<b>FF CAMPUS</b>					\$ 348,000,000	
Library/Learning Resource Center <sup>1</sup>	\$ 23,500,000	\$ 21,000,000	\$ 21,800,000	\$ 21,800,000	\$ 326,200,000	\$ 87,800,000
Performing Arts Building (Phase 1 B1200 Renovation) <sup>2</sup>	\$ 500,000	\$ 15,400,000	\$ 6,200,000	\$ 6,200,000	\$ 320,000,000	
Performing Arts Building (Phase 2)	\$ -	\$ -	\$ 13,700,000	\$ 13,700,000	\$ 306,300,000	
Science Building (Phase 1) <sup>3</sup>	\$ 30,700,000	\$ 29,500,000	\$ 33,100,000	\$ 33,100,000	\$ 273,200,000	
Science & Math Building (Phase 2) <sup>4</sup>	\$ -	\$ -	\$ -	\$ 8,000,000	\$ 265,200,000	
Career Technology (CTE) <sup>5</sup>	\$ 16,700,000	\$ 16,700,000	\$ -	\$ 3,000,000	\$ 262,200,000	
Agriculture (Horticulture) <sup>5</sup>	\$ -	\$ 5,200,000	\$ -	\$ 2,000,000	\$ 260,200,000	
<b>VV CAMPUS</b>						
VV Classroom Building Purchase & Renovation <sup>1</sup>	\$ -	\$ 8,100,000	\$ 7,600,000	\$ 8,200,000	\$ 252,000,000	\$ 80,200,000
Biotechnology & Science Building	\$ 29,900,000	\$ 24,000,000	\$ 28,000,000	\$ 28,000,000	\$ 224,000,000	
Aeronautics & Workforce Development Building	\$ 14,500,000	\$ 11,900,000	\$ 14,500,000	\$ 15,000,000	\$ 209,000,000	
Student Success Center/LRC <sup>2</sup>	\$ 19,900,000	\$ 25,500,000	\$ 17,200,000	\$ 22,000,000	\$ 187,000,000	
Fire Training <sup>3</sup>	\$ 12,200,000	\$ -	\$ 12,800,000	\$ 7,000,000	\$ 180,000,000	
Agriculture Building <sup>4</sup>	\$ 16,600,000	\$ -	\$ 10,500,000	\$ -		
<b>VJ CAMPUS</b>						
Vallejo Prop Purchase Belvedere <sup>1</sup>	\$ 9,000,000	\$ 4,800,000	\$ 4,800,000	\$ 4,800,000	\$ 175,200,000	
Vallejo Prop Purchase Northgate <sup>1</sup>	\$ -	\$ 6,800,000	\$ 6,800,000	\$ 6,800,000	\$ 168,400,000	
Site Improvements <sup>2</sup>	\$ -	\$ 1,000,000	\$ 500,000	\$ 5,100,000	\$ 163,300,000	
Autotechnology Building <sup>3</sup>	\$ 7,300,000	\$ 15,800,000	\$ 17,600,000	\$ 19,600,000	\$ 143,700,000	
Student Success Center/LRC <sup>4</sup>	\$ 29,200,000	\$ 19,200,000	\$ 30,200,000	\$ 22,000,000	\$ 121,700,000	
Career Technology Building <sup>5</sup>	\$ 22,100,000	\$ 22,000,000	\$ 22,900,000	\$ 21,900,000	\$ 99,800,000	
<b>INFRASTRUCTURE IMPROVEMENTS</b>						
IT Infrastructure Improvements <sup>1</sup>	\$ -	\$ 13,300,000	\$ 14,000,000	\$ 14,000,000	\$ 85,800,000	\$ 37,800,000
Utility Infrastructure Upgrade (Energy) <sup>2</sup>	\$ -	\$ 27,300,000	\$ 23,800,000	\$ 23,800,000	\$ 62,000,000	
<b>ADA &amp; CLASSROOM IMPROVEMENTS<sup>3</sup></b>						
Small Capital Projects	\$ -	\$ 10,400,000	\$ 8,300,000	\$ 8,300,000	\$ 53,700,000	\$ 19,200,000
ADA Projects	\$ -	\$ 10,500,000	\$ 10,900,000	\$ 10,900,000	\$ 42,800,000	
<b>PLANNING, ASSESSMENTS &amp; PROGRAM MANAGEMENT<sup>7</sup></b>						
Program Management, District Support and Planning	\$ -	\$ 42,200,000	\$ 25,400,000	\$ 25,400,000	\$ 17,400,000	\$ 25,400,000
<b>PROGRAM RESERVE &amp; INTEREST<sup>3</sup></b>						
Program Reserve & Interest	\$ -	\$ 17,400,000	\$ 17,400,000	\$ 17,400,000	\$ -	\$ 17,400,000
<b>TOTAL</b>	<b>\$ 232,100,000</b>	<b>\$ 348,000,000</b>	<b>\$ 348,000,000</b>	<b>\$ 348,000,000</b>		

### FOOTNOTES

#### FF CAMPUS

1. Student Forum created as a separate building by STV. Student Forum now included in LRC project scope and budget, as approved by the State Chancellor's Office.
2. Performing Arts Building Phase I - B1200 Theater Renovation per STV budget based on state funded scope for structural upgrade and code remediation project. Funding did not include swing space.
3. Veterans Center was not included in STV budget and the proposed BSP includes this function in the Science Bldg.
4. Science/Math Phase 2 refers to modernization of B1500.
5. Vocational Technology project in STV budget now referred to as Career Technology (CTE) and Agriculture (Horticulture).

#### VV CAMPUS

1. VV Classroom Bldg Purchase & Renovation (Annex Bldg) not included in STV budget. BSP reflects current project scope and budget.
2. Student Success Center/LRC was referenced in STV budget as "Future Funding for Vacaville Cntr. Projects." Current budget represents appropriate project scope.
3. Fire Technology was referenced as "New Fire Training Facility" in STV budget. Current budget represents appropriate project scope for JV project with local fire agency.
4. Agriculture Building in STV budget may be future project funded through reserves.

#### VJ CAMPUS

1. STV budget included property purchase. BSP reflects more detail with two property purchases referred to as Belvedere and Northgate projects.
2. Site improvements to properties were not captured in STV budgets. BSP includes a budget for both properties.
3. Autotechnology Bldg was referenced as "Career Technology" in STV budget. Current budget represents appropriate project scope.
4. Student Success Center/LRC was referenced as a "New Multi-Disc. Bldg" in STV budget. Current budget represents appropriate project scope.
5. Career Technology was referenced as a "Future Bldg" in STV budget. Current budget represents appropriate project scope.

#### INFRASTRUCTURE IMPROVEMENTS

1. This category includes IT and Utility Infrastructure improvements on all three campuses. These projects were not referenced in STV 01/13 budget.
2. This project is SunPower Photovoltaic and ESCO energy savings project.

#### ADA AND CLASSROOM IMPROVEMENTS

1. This category includes funding for ADA remediation and Small Capital Projects on all three campuses.

#### PLANNING, ASSESSMENTS AND PROGRAM MANAGEMENT

2. Includes budgets for planning and management of the bond such as: program management, EMP/FMP, assessments, surveys, various agencies fees, bond start up costs and legal.

#### PROGRAM RESERVE AND INTEREST

3. Five percent of the total bond value is budgeted as a "reserve" and ongoing accrued interest will be placed in this fund string annually.



AGENDA ITEM 14.(h)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** APPROVAL OF THE ARCHITECTURAL SERVICES  
POOL OF FIRMS

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for the pool of qualified architectural services firms to provide professional design services under Solano CCD Capital Improvement Program. Request for Qualifications was issued in June, 2014 and on July 29, 2014 the District received 41 Statements of Qualifications (SOQ) in response to RFQ #15-001. Out of the 41 submissions, 37 were deemed to be responsive and were evaluated by a Selection Committee. Out of the 37 SOQs reviewed, the Committee is recommending that the attached list of firms be included in the pool.

*Government Code: N/A*

*Board Policy:*

*Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

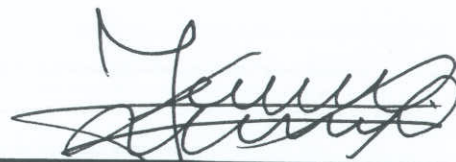
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**RECOMMENDED FIRMS TO BE INCLUDED  
IN THE ARCHITECTURAL SERVICES POOL  
PER RFQ #15-001  
SOLANO CCD CAPITAL IMPROVEMENT PROGRAM**

In alphabetical order:

1. C+A ARCHITECTS
2. DLR GROUP
3. DREYFUSS & BLACKFORD
4. ED2
5. EHDD
6. FLAD ARCHITECTS
7. GOULD EVANS
8. HA+A
9. HGA
10. HKIT ARCHITECTS
11. HMC ARCHITECTS
12. JRDV URBAN INTERNATIONAL, INC.
13. LIONAKIS
14. LPA
15. LPAS
16. MADI ARCHITECTURE
17. RATCLIFF
18. STEINBERG
19. TBP
20. TLCD ARCHITECTURE



AGENDA ITEM 14.(i)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO DUDEK FOR ENVIRONMENTAL  
PLANNING SERVICES FOR VACAVILLE CENTER SITE  
PROJECTS**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for contract award to Dudek to provide environmental planning services for the Vacaville Center site to accommodate the current Biotech Building and future building plan. The consultant will provide full environmental services to meet California Environmental Quality Act (CEQA) requirements for Initial Study/Mitigated Negative Declaration. The consultant is part of the approved pool of qualified environmental consultants to provide project specific assignments as part of the Bond program.

Total fee for this contract is \$145,725.

The contract is available for review online at: <http://www.solano.edu/measureq/planning.php>

*Government Code: Board Policy: Estimated Fiscal Impact: \$145,725 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

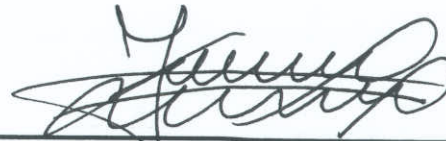
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(j)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AWARD TO VAN PELT CONSTRUCTION  
SERVICES FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR BUILDING 1200 THEATER  
RENOVATION

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for the contract award to Van Pelt Construction Services to provide Construction Management Services for Building 1200 Theater Renovation project. The renovation of the Building 1200 Theater is largely state funded and is currently in design. Construction management services are needed for management of project construction phases.

Total fee for this contract is \$466,000.

The contract is available for review online at: <http://www.solano.edu/measureq/planning.php>

Government Code: Board Policy: Estimated Fiscal Impact: \$221,460 State Funds  
\$244,540 Measure Q Funds

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

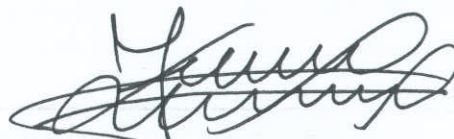
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



AGENDA ITEM 14.(k)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO INTEGRITY DATA AND FIBER  
FOR VALLEJO AUTOTECH BUILDING PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for the contract award to Integrity Data and Fiber (IDF) for the Autotech Building project. This contract is for IDF to provide needed Utelogy SMART Classroom technology installation and connection services for the Vallejo Autotech swing space building at 1301 Georgia Street, Vallejo, California.

Total fee for this contract is \$4,200.

The contract is available for review online at: <http://www.solano.edu/measureq/planning.php>

*Government Code: Board Policy: Estimated Fiscal Impact: 4,200 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

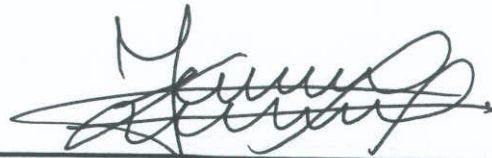
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO COROVAN MOVING AND  
STORAGE COMPANY INC. FOR BIOTECHNOLOGY AND  
AUTOTECHNOLOGY BUILDINGS SWING SPACE  
MOVING SERVICES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for contract award to Corovan Moving & Storage, Co. Inc., to provide moving services for the Biotechnology Building and Auto Technology Building swing space needs. Moving services include relocation of equipment and classroom furniture between the Fairfield Campus, Vacaville Center and Auto Technology swing space location at 1301 Georgia Street in Vallejo, California

Total fee for this contract is \$3,000.

The contract is available for review online at: <http://www.solano.edu/measureq/planning.php>

Government Code: Board Policy: Estimated Fiscal Impact: \$3,000 Measure Q Funds

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

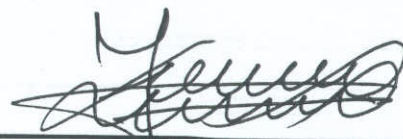
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



AGENDA ITEM 14.(m)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER NO. 01 TO RON PRIEST  
CONSTRUCTION INC., FOR VACAVILLE ANNEX  
EXTERIOR DOOR & HARDWARE PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Change Order No. 01 to the Ron Priest Construction Inc., contract for Vacaville Annex Exterior Door & Hardware Project. This is a deductive change order and it will result in a credit to the District. Attached are the Change Order Request breakdown and the Change Order Summary. Revised contract figures are as follows:

Contract Award Amount	\$49,959.62
Prior Change Orders	\$0
Change Order No. 01	\$(4,995.96)
Total Change Orders	\$(4,995.96)
Revised Contract Amount	\$44,963.66

*Government Code: Board Policy: Estimated Fiscal Impact: \$(4,995.96) Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

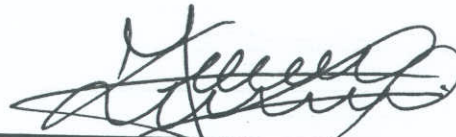
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





AGENDA ITEM 15.(a)  
MEETING DATE August 20, 014

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

**TO:** Members of the Governing Board  
**SUBJECT:** AGREEMENT WITH KPS3 MARKETING FOR  
CONSULTING SERVICES

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY:**

Board approval is requested to enter into agreement with KPS3 Marketing for consulting services advising in the areas of branding and image revisions for the District.

The agreement term is August 21, 2014 through January 31, 2015, with fees not to exceed \$75,000 has been vetted through legal counsel.

*Government Code: N/A      Board Policy: 3225      Estimated Fiscal Impact:*  
*\$50,000 Foundation Funds and \$25,000 General Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL      ☐ DISAPPROVAL  
☒ NOT REQUIRED      ☐ TABLE

Shemila Johnson, Manager  
Outreach and Public Relations

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7000 ext. 4693

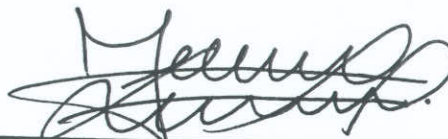
**TELEPHONE NUMBER**

Student Services

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Solano Community College District

July 29, 2014

## SERVICE CONTRACT

1. **Contract Identification:**  
College: SCCD  
Subject: Branding and Image Campaign Contract Services
2. **Parties.** The Solano Community College District (SCCD), for its College named above, and the following named Contractor mutually agree and promise as follows:  
  
Contractor: KPS3 Marketing  
  
Address: 50 West Liberty Street, Ste. 640, Reno, NV 89501
3. **Term.** The effective date of this Contract is August 15, 2014 and it terminates on January 31, 2015 unless sooner terminated as provided herein.
4. **Termination.** This Contract may be terminated by SCCD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or cancelled immediately by written mutual consent.
5. **Payment Limit.** SCCD's total payments to KPS3 under this Contract shall not exceed \$75,000.00.
6. **District's Obligations.** In consideration of Contractor's provision of services as described below, and subject to the payment limit expressed herein, SCCD shall pay KPS3, upon submission of a properly documented demand for payment in the manner and form prescribed by SCCD and upon approval of the Superintendent/President of the College for which this contract is made or his designee, as follows: (Check one alternative only)  
☐ a. FEE RATE: hour, or per service  
☒ b. PAYMENT made upon receipt of properly submitted invoices, approved by the manager or campus business office requesting services.  
☐ c. SESSION; as defined below; or  
☐ d. CALENDAR (Insert day, week or month)
7. **Contractor's Obligation.** Contractor shall provide the following described services: to provide a Branding and Image Campaign. Contract services include:
  - Research
  - Brand Development
  - Creative/Visual Imagery
  - Marketing Strategy and Implementation
8. **Independent Contractor Status.** This Contract is by and between two Independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an Independent Contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. All of Contractor's activities will be at Contractor's own risk and Contractor is hereby given notice of Contractor responsibilities for arrangements to guard against physical, financial, and other risks as appropriate. Contractor shall be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of the employees of Contractor. Neither Contractor nor any of its employees shall be included in the classified or faculty service, have any property rights to any position, or any other rights an employee of Contractor may otherwise have in the event of termination of this Agreement.
9. **Indemnification.** The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractors hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.
10. **Indemnification.** SCCD shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of SCCD hereunder, resulting from the conduct, negligent or otherwise, of SCCD, its agents or employees.
11. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Government Code and California Education Code Section 81655. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any and all actions, claims or lawsuits arising from the relationship of the parties hereunder are to be brought exclusively in the county, district, state and federal courts located in the County of Solano, in the State of California, and each party hereby consents to personal jurisdiction over it by such courts.
12. **No Waiver.** The waiver by either party of a breach of any provision of this Contract by the other party shall not be construed as a waiver of any subsequent breach by the other party. No delay or omission on the part of a party in exercising any right or remedy shall operate as a waiver thereon, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.



# Solano Community College District

---

July 29, 2014

14. **Signature in Facsimile Counterparts.** This Contract may be executed and delivered in counterparts and by facsimile, such that the signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed agreement.
15. **Signatures.** These signatures attest the parties' agreement hereto:

X

---

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

X

---

Stephanie Kruse  
President KPSJ

AGENDA ITEM 15.(b)  
MEETING DATE August 20, 2014

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: AGREEMENT BETWEEN MIKROTIK SIA, LLC AND  
WORKFORCE DEVELOPMENT AND CONTINUING  
EDUCATION**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

This agenda item is to initiate an Agreement between MikroTik SIA, LLC and Solano Community College Workforce Development and Continuing Education (WDCE). The scope of the Agreement allows the College to become a MikroTik Academy for the purposes of offering MikroTik certification courses. There are no expenses associated with this.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development and Continuing Education.

*Government Code: CFR Title 13    Board Policy Estimated: 3520    Fiscal Impact: \$0*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL    ☐ DISAPPROVAL  
☒ NOT REQUIRED    ☐ TABLE

Charles Rieger, Acting Dean  
Workforce Development and Continuing Education

**PRESENTER'S NAME**

2002 North Village Parkway,  
Vacaville, CA 95688

**ADDRESS**

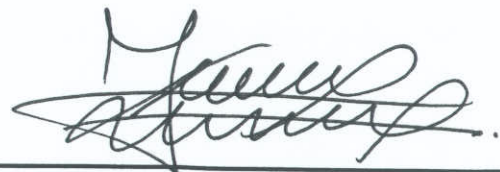
707 863-7886

**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

August 8, 2014



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **MikroTik Academy Agreement**

**Date: August 13, 2014**

**No.13/08-2-14**

---

This Agreement is made as of August 13, 2014 between MIKROTIKLS SIA (hereinafter, MikroTik), and Solano Community College District (hereinafter, District).

### *Definitions:*

**District** is an educational institution which has all necessary educational accreditations specified in the national education law, or, in other laws regulating education, participates in the implementation of educational programs, and grants academic degrees in a variety of subjects.

**MikroTik** is an LLC, incorporated in Latvia on 3/14/1996. The company develops, markets and installs wireless networks, radio links and routers. The company operates under a trade name MikroTik.

**MikroTik Appointed Coordinator** is a person who is certified as a MikroTik trainer and is listed in MikroTik official website <http://www.mikrotik.com/training/> as the official coordinator for a particular country.

**MikroTik Academy Trainer** is an instructor at the District. A MikroTik Academy Trainer is approved by MikroTik and the MikroTik Appointed Coordinator, and has the following MikroTik certifications:

1. MTCNA (MikroTik Certified Network Associate)
2. At least one of the following MikroTik Engineering level certifications:
  - o MTCRE (MikroTik Certified Routing Engineer)
  - o MTCWE (MikroTik Certified Wireless Engineer)
  - o MTCTCE (MikroTik Certified Traffic Control Engineer)
  - o MTCUME (MikroTik Certified User Management Engineer)
  - o MTCINE (MikroTik Certified Inter-Networking Engineer)
3. A MikroTik Academy Trainer certificate.

**MikroTik Educational Class** is a general data networking, or, specific MikroTik educational program covering MikroTik Certification Outline, meant for different educational institutions which have entered into an agreement with MikroTik. MikroTik Educational Classes are meant only for District Students interested in learning routing and managing of wired and wireless networks using MikroTik RouterOS.

**District Student** is a student who has registered for any of academic programs of District at the time he/she is signing up for the MikroTik Educational Class.

WHEREAS the District wishes to become a MikroTik Academy and offer the MikroTik Educational Class MTCNA to District students, the parties agree as follows:

1. District provides professional guidance-provision of information regarding the opportunity to acquire MikroTik Educational Class in compliance with the interests and abilities of the students.
2. District together with MikroTik Academy Trainer creates MikroTik Educational Class using their best knowledge and MikroTik support.
3. The District will schedule the MTCNA course to be taught.
  - a. The number of courses held, their duration and dates shall be at the discretion of the District.
  - b. The District may set its own price for the MTCNA course.
  - c. The course shall be taught by the trained MikroTik Academy Instructor(s).
4. For each MTCNA course taught by the District, the District shall:
  - a. Market the course
  - b. Provide guidance and information to students interested in enrolling in a course

## MikroTik Academy Agreement

Date: August 13, 2014

No.13/08-2-14

- 
- c. Ensure that only registered District students attend the course.
  - d. Provide students with an appropriately equipped classroom space which shall include:
    - 4.d.i.1. Internet access
    - 4.d.i.2. A certified MikroTik Academy Trainer at District's own expense
    - 4.d.i.3. MikroTik equipment for MikroTik Educational Class
  - e. Conduct a MTCNA certification test for students who have completed the course.
    - 4.e.i.1. The certification test will be provided by MikroTik through their <http://www.mikrotik.com> web site. It is activated for District students through MikroTik Academy Trainer's profile.
- 5. District together with MikroTik Appointed Coordinator ensures that MikroTik Educational Classes have educational purpose and are attended only by District Students.
  - 6. MikroTik provides District, MikroTik Appointed Coordinator and MikroTik Academy Trainer with necessary support and information considering the organization of MikroTik Educational Classes.
  - 7. When MikroTik Educational Class comes to end, District holds MikroTik Certified Network Associate (MTCNA) certification test for District Students who have attended the MikroTik Educational Class.
  - 8. District ensures that MikroTik Academy Trainer(s) may alter, edit, or revise any copy of MikroTik's Training Materials without the prior written approval of MikroTik.
  - 9. Each revision must be attributed to MikroTik and must display the following notice in clearly readable print on the first page of each copy: "© MikroTik, www.mikrotik.com. All rights reserved. Reprinted with permission." Each slide/page in the training material shall display the MikroTik notice "© MikroTik".
  - 10. Any matters not covered in this Agreement, or any changes to this Agreement, shall be mutually negotiated by all parties and be set forth in supplementary written agreements, which have the same legal effect as this Agreement. Communications and details concerning this Agreement shall be delivered to the following representatives:

MikroTik  
MIKROTĪKLS SIA  
Aizkraukles iela 23, Rīga  
VAT: LV40003286799  
A/S Swedbank  
HABALV22  
LV66HABA0001408049678  
Board member:

District  
SOLANO COMMUNITY COLLEGE  
020 North Village Parkway  
Vacaville, CA 95688  
USA

Acting Dean - Workforce Development

---

A. Riekstiņš

---

Charles Rieger

- 11. District shall indemnify, defend and hold MikroTik harmless from and against all losses, costs and expenses, incurred by District or MikroTik Academy Trainer as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against MikroTik by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by District or MikroTik Academy Trainer in the course of its performance of its obligations under this Agreement.



## MikroTik Academy Agreement

Date: August 13, 2014

No.13/08-2-14

12. MikroTik shall indemnify, defend and hold District and its officers, agents and employees harmless from and against all losses, costs and expenses, incurred by MikroTik and its officers, agents and employees as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against District and its officers, agents and employees by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by MikroTik and its officers, agents and employees in the course of its performance of its obligations under this Agreement.
13. This Agreement of MikroTik Academy shall be governed by the laws of the State of California, and shall be construed and interpreted thereunder. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The Emergency Arbitrator Provisions shall not apply. The arbitration shall take place in Solano County, California or an adjacent county. The language of the arbitration shall be English. The cost of the arbitrator shall be borne equally by the parties.
14. This Agreement is by and between two Independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an Independent Contractor, MikroTik will be solely responsible for determining the means and methods for performing the services described herein. All of MikroTik's activities will be at Mikrotek's own risk and MikroTik is hereby given notice of MikroTik responsibilities for arrangements to guard against physical, financial, and other risks as appropriate. Neither MikroTik nor any of its employees shall be included in the classified or faculty service, have any property rights to any position, or any other rights an employee of MikroTik may otherwise have in the event of termination of this Agreement
15. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by the other party. No delay or omission on the part of a party in exercising any right or remedy shall operate as a waiver thereon, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy
16. **This Agreement** and the rights and duties hereunder shall not be assigned in whole or in part without the written consent of both parties
17. Signed and Dated:

MikroTik  
MIKROTIKLS SIA  
Aizkraukles iela 23, Riga  
VAT: LV40003286799  
A/S Swedbank  
HABALV22  
LV66HABA0001408049678  
  
Arnis Riekstiņš

SOLANO COMMUNITY  
COLLEGE  
360 Campus Lane, Suite  
201  
Fairfield CA 94534  
USA  
President – Solano  
Community College  
Jowel Laguerre

SOLANO COMMUNITY  
COLLEGE  
2002 North Village Parkway  
Vacaville, CA 95688  
USA  
Acting Dean - Workforce  
Development  
Charles Rieger

District

District

AGENDA ITEM 16.(a)  
MEETING DATE August 20, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING OF THE OPERATING ENGINEERS,  
LOCAL 39, INITIAL PROPOSAL TO THE DISTRICT**

**REQUESTED ACTION: HOLD PUBLIC HEARING**

**SUMMARY**

At the Board meeting on July 16, 2014, the Governing Board received the Operating Engineers, Local 39, initial proposal to the District for a successor agreement for the period of 2014-2018. In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

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

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

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL      ☐ DISAPPROVAL  
☒ NOT REQUIRED      ☐ TABLE

Wade Larson, D.M.  
Associate Vice President, Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

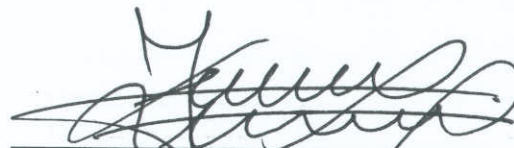
**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

August 8, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





# Stationary Engineers, Local 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

JERRY KALMAR  
BUSINESS MANAGER-SECRETARY

April 28, 2014

*Sent via Certified U.S. Mail*

*7013 2630 0002 3026 3772*

*And via Email: joweLlaguerre@folano.edu*

Dr. Jowel Laguerre, Superintendent- President  
Solano Community College  
360 Campus Lane  
Fairfield, CA 94534

Dear Dr. Laguerre,

Please find outlined below the International Union of Operating Engineers, Stationary Local 39 proposals for Sunshine:

Article 8,	Discipline and Dismissal
Article 9,	Leaves of Absence
Article 11,	Hours and Overtime
Article 12,	Holidays/Breaks
Article 14,	Pay and Allowances
Article 15,	Health and Welfare Benefits
Article 16,	Working Conditions
Article 19,	Reclassification

Appendix A, Classified Salary Schedule / Operating Engineers Classifications  
Appendix B, Fringe Benefit Plans

Stationary Engineers, Local 39 reserves the right to amend, modify, change, add to or subtract from the above listed articles. Please contact us immediately to set mutually agreeable dates and times to commence the bargaining process.

We look forward to meaningful and productive negotiations.

Sincerely,

Megan Lane  
Stationary Engineers, Local 39

cc: Bruce Petersen, Assoc. VP of Human Resources, Solano College

MLane:ItiUOE#39/afl-cio

AGENDA ITEM 16.(b)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** FIRST READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 1000 AND 2000 – NEW AND  
REVISED

**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

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

The revised policies and procedures have been reviewed through the Board Policies and Procedures Adhoc Subcommittee and are being presented for information. They have been vetted through the Shared Governance Council and Superintendent-President's Cabinet. Approval will be requested at the next regular meeting of the Board.

- Policy No. 1046 – Recording – No Change
- Board Procedure No. 1046 – Recording - New
- Policy No. 2070 – Accreditation – Revised
- Board Procedure No. 2070 – Accreditation – New
- Policy No. 2155 – Presentation of Initial Collective Bargaining Proposals – No Change
- Board Procedure No. 2155 – Presentation of Initial Collective Bargaining Proposals – New

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

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Jowel Laguerre, Ph.D.  
Superintendent-President

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7112

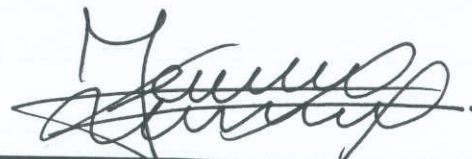
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## SOLANO COMMUNITY COLLEGE DISTRICT

### RECORDING

1046

#### POLICY:

If the Board causes any recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250, et seq. The Superintendent-President is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty (30) days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may record or broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

#### REFERENCES/ AUTHORITY:

California Government Code Sections 54953.5; 54953.6

California Education Code Section 72121(a)

Solano Community College District Governing Board

BP1046

ADOPTED: June 6, 2007

REVISED: Reviewed June 2, 2010

## SOLANO COMMUNITY COLLEGE DISTRICT

### RECORDING

1046

### PROCEDURES:

*All recordings made of Board of Trustee meetings shall be kept in the Superintendent-President's Office for a minimum of thirty (30) days after the date of the Board meeting for which the recording was made. After thirty (30) days, the recordings may be destroyed.*

*Anyone wishing to obtain a copy of a recording of a Board of Trustees meeting should contact the Office of the Superintendent-President and requests will follow the same public acts timeline as outlined in the California Public Records Act.*

### REFERENCES/ AUTHORITY:

Government Code Section 54953.5

Government Code Sections 6250 - 6276.48

BPROC 1046

REVIEWED:

XXXXXXXXXX



## SOLANO COMMUNITY COLLEGE DISTRICT

### ACCREDITATION

2070

#### POLICY:

The Superintendent-President shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Superintendent-President shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Superintendent-President shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Superintendent-President shall provide the Board with a summary of any Accreditation Report and any actions taken or to be taken in response to recommendations in an Accreditation Report.

#### REFERENCES/ AUTHORITY:

Accreditation Eligibility Requirement 20 *21*, Standard  
~~10.A.7 IV.B.1.i~~

*Education Code Sections 78060 and 78051*

*Title 5, Section 51016*

Solano Community College District Governing Board

BP2070

#### ADOPTED:

November 1, 1971

#### REVISED:

August 5, 1987; February 21, 2007; XXXXXXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### ACCREDITATION

2070

#### **PROCEDURES:**

*The Superintendent-President shall approve the application to all organizations that accredit Solano Community College programs and shall notify the Governing Board of these approved accrediting organizations.*

#### **Funding for Accreditation**

*The year prior to any accrediting visitation and report preparation, the Vice President of Academic Affairs and/or Accreditation Liaison Officer (ALO) shall notify the Vice President of Finance and Administration of the upcoming accreditation so that budget allocations may be requested in a timely fashion within regular budget procedures.*

*The Vice President of Finance and Administration shall provide estimates, including fees required by the accrediting agency, and travel expenses of the Accreditation Team.*

*The Accreditation Liaison Officer shall submit the request for funding through the regular budget proposal process. Payments will be made following standard College fiscal procedures.*

#### **Administrative Supervision of the Process**

*The Vice President of Academic Affairs and/or ALO shall report regularly to the Superintendent-President and School Deans regarding the status of the application for accreditation, the date, time, and duration of the Team Visit, and the number of Team members.*

*The Accreditation Coordinator shall inform the Vice President of Academic Affairs and/or ALO of the progress of the accreditation process.*

*No later than one year prior to the Self-Study submission deadline, the Vice President of Academic Affairs and/or ALO, in coordination with the Accreditation Coordinator, shall submit the plan for the Self-Study process, including timelines, tasks, responsibilities, organization, and structure. At least three months prior to the submission deadline, a draft of the Accreditation Self-Study shall be reviewed by the College constituent groups. At least one month prior to the submission deadline, a final draft of the Accreditation Report shall be reviewed by the School Deans, Vice President of Academic Affairs and/or ALO, and Superintendent-President.*

*Meeting between Team members and College officials shall be arranged by the Vice President of Academic Affairs and/or ALO as required by the accrediting agency, and with approval of the Superintendent-President.*



**PROCEDURES:**

*The Governing Board President, Superintendent-President, Vice President of Academic Affairs and/or ALO, constituent Presidents, and Accreditation Coordinator shall sign the Self-Study authorizing submission to the accrediting agency.*

**Recommendations of the Accreditation Team**

*Upon receipt of the Accreditation Team Reports, the Superintendent-President shall submit copies of the Accreditation Team Reports to the Vice President of Academic Affairs and/or ALO; who in turn will provide copies to the School Deans and Accreditation Coordinator. The Team Reports will be published on the Solano Community College Accreditation Web site.*

*The Vice President of Academic Affairs and/or ALO shall submit a report describing actions taken or to be taken in response to recommendations in the Accreditation Report.*

*The Vice President of Academic Affairs and/or ALO shall submit appropriate requests through the Vice President of Finance and Administration, Accreditation Coordinator, and School Deans to secure funding, equipment, or services recommended by the Accreditation Report.*

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

*Accreditation Eligibility Requirement 21, Standard IV.B.1.i*

*Title 5, Section 51016*

**BPROC 2070****REVIEWED:****XXXXXXXXXX**

## SOLANO COMMUNITY COLLEGE DISTRICT

### PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS

2155

#### **POLICY:**

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

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

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

#### **REFERENCES/**

**AUTHORITIES:** Government Code Section 3547

**BP 2155**

**ADOPTED:** May 1, 2013



## SOLANO COMMUNITY COLLEGE DISTRICT

### PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS

2155

#### PROCEDURES:

*Whenever an initial collective bargaining proposal is received from an exclusive representative of District employees, or whenever the District's own negotiator presents an initial proposal, the following actions must be taken at public meetings of the Governing Board:*

- *The exclusive representative or the District must present the initial collective bargaining proposal orally or in writing to the Governing Board at a public meeting.*
- *The public shall have an opportunity to respond to the exclusive representative's or District's initial proposal at a subsequent public Governing Board meeting. The opportunity for public response shall appear on the Governing Board's regular agenda. Public response shall be taken in accordance with the Board's policies regarding speakers.*
- *After the public has an opportunity to respond to an initial proposal presented by the District, the Governing Board shall, at the same meeting or a subsequent meeting, adopt the District's initial proposal. The adoption shall be indicated as a separate action item on the Board agenda. There shall be no amendment of the District's initial proposal unless the public is again afforded a reasonable opportunity to respond to the proposed amendment at a public meeting.*
- *If new subjects of meeting and negotiating arise after the presentation of initial proposals, the following procedure shall be followed: all new subjects of meeting and negotiating, whether proposed by the exclusive representative or the District, shall be posted by the District in the same public place as it posts its agendas within 24 hours after their presentation in negotiations.*
- *When a request to reopen a collective bargaining agreement, as required by the agreement, is received from an exclusive representative or is made by the District, the public notice procedure outlined in this procedure shall be followed.*
- *When the District and the exclusive representative agree to amend an executed collective bargaining agreement in accordance with the agreement, the following procedure shall be followed:*
  - *The amendment shall appear on the agenda as a notice item for action at a subsequent Governing Board meeting.*
  - *The public shall have an opportunity to respond to the amendment at a subsequent Governing Board meeting. The public response shall be indicated on the agenda.*

AGENDA ITEM 16.(c)  
MEETING DATE August 20, 2014

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

**TO:** Members of the Governing Board  
**SUBJECT:** ACCREDITATION MIDTERM REPORT

**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

The College has been working on a Midterm Report in response to the ACCJC action letter dated February 7, 2014, requiring the College demonstrate that recent changes implemented have resolved deficiencies and standards have been sustained.

Dr. Annette Dambrosio, Accreditation Coordinator, will present to the Board for information the Accreditation Midterm Report to be submitted to the ACCJC by October 15, 2014. The report is provided under separate cover.

Government Code: ACCJC Standards Board Policy: 2070 Estimated Fiscal Impact: N/A  
CEO 2013-14 Goals: #1 - Strengthen Accreditation Reports

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Dr. Annette Dambrosio  
Accreditation Coordinator

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7102

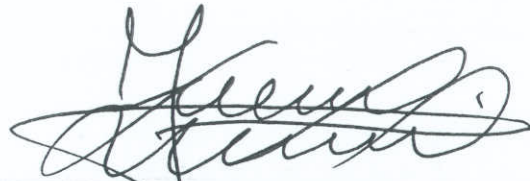
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

August 8, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

August 8, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**