

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Alessandro Baldi	Full-Time 1-Year Temporary Physics/Astronomy	08/13/15
Dawn Carpenter	Full-Time Office Technology Instructor	08/13/15
Jose Luis Cortes	Full-Time ESL/English Tenure-Track Faculty	08/13/15
Dyan McBride	Full-Time Temporary Theater Instructor	08/13/15
Brian Preciado	Fire Academy Director M00084 (Range 43, Step 3)	08/17/15


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

July 30, 2015
Date Submitted


STAN R. ARTERBERRY
Interim Superintendent-President

July 30, 2015
Date Approved

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA collective bargaining agreement, the following instructors are requesting a reduced workload for the 2015-2016 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
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Released Time

<u>Name</u>	<u>Assignment</u>	<u>% Released Time</u>	<u>Dates</u>
Glenn Burgess	Nursing Program Asst. Director/Coordinator	80%	Fall '15 – Spring '16
Erin Farmer	SCFA Vice President	10%	Fall '15 – Spring '16
Ruth Fuller	SCFA Secretary	20%	Fall '15 – Spring '16
Amy Obegi	Academic Program Review Faculty Coordinator	40%	Fall '15 – Spring '16

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Roger Clague	Chief Technology Officer	08/07/15
Michael Gregg	FT Astronomy/Physics Instructor	08/01/15

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

TO: MEMBERS OF THE GOVERNING BOARD
**SUBJECT: PROFESSIONAL SERVICES CONTRACT, INTERIM
SUPERINTENDENT/PRESIDENT**

REQUESTED ACTION: APPROVAL

SUMMARY:

The Board of Trustees is requested to approve the attached Professional Services Contract for Stan R. Arterberry, Interim Superintendent/President.

Government Code: Board Policy: 2040 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Wade Larson
Associate Vice President, Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

July 29, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



Stan R. Arterberry
Interim Superintendent-President

July 29, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**PROFESSIONAL SERVICES CONTRACT
INTERIM SUPERINTENDENT/PRESIDENT**

This Professional Services Agreement is entered into this 6th day of July, 2015, by and between the SOLANO COMMUNITY COLLEGE DISTRICT of Solano County, California (hereinafter the "District") and Mr. Stan Arterberry (hereinafter "Interim Superintendent/President").

In consideration for the promises contained herein, it is mutually agreed by and between the Parties as follows:

1. **Employment:**

- (a) Interim Superintendent/President shall be employed by the District as the Interim Superintendent/President of the Solano Community College District for the period beginning July 6, 2015, and ending December 31, 2015 or until such time as the District no longer requires the services of the Interim Superintendent. The Agreement may also be terminated at any time by either party giving thirty (30) days notice in writing to the other party., except as follows:
- (b) The net number of annual service days shall be two-hundred and forty-eight (248) including fourteen (14) non-work holidays, prorated as necessary, or as established by the calendar approved by the District Governing Board (hereinafter the "Board") for each year.
- (c) It is expressly understood and agreed that under this Agreement, Interim Superintendent/President is to be employed on an interim basis not to exceed two years. This Agreement is not intended and shall not be construed as guaranteeing Interim Superintendent/President on-going employment.
- (d) The Interim Superintendent/President serves at the pleasure of the Board and the provisions of this Agreement; any references contained herein or District Policies and Administrative Regulations shall not in any way grant the Interim Superintendent/President any due process rights in this administrative position or any other position in the District.
- (e) This agreement prevents the Interim Superintendent/President from applying for or accepting the position of Superintendent/President once it is advertised to the public.
- (f) Likewise, nothing in this Agreement should be construed as providing Interim Superintendent/President with any entitlement, priority or preference with regard to his application for any other position with the District.
- (g) Interim Superintendent/President represents that he is specially trained, experienced, and competent to serve an Interim Superintendent/President, and further satisfies the minimum qualifications applicable to the position of Interim Superintendent/President.
- (h) Upon assuming his duties, Interim Superintendent/President shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted.

2. **Compensation:**

- (a) Salary: The salary of the Interim Superintendent/President shall be two hundred forty thousand Dollars (\$240,000) annually, payable in twelve (12) equal monthly installments. This salary shall be prorated for partial years of service. Accordingly, during the initial term of this Agreement, Interim Superintendent/President shall be paid the sum of one hundred twenty thousand Dollars (\$120,000) for service from July 6, 2015 through December 31, 2015.
- (b) Salary Increase: Any salary increase shall be determined by the Board and based upon an annual performance evaluation. Any adjustment shall be in writing, however, by so doing it shall not be considered that a new Agreement has been entered into, or that the termination date of the existing Agreement has been extended.
- (c) Travel and Transportation: Interim Superintendent/President shall be reimbursed for any reasonable and necessary approved travel expenses, including meals, ~~and~~ lodging, airplane, railroad, private vehicle travel, registration fees, and incidental travel expenses in the performance of his duties as Interim Superintendent/President. The District shall reimburse Interim Superintendent/President for actual mileage reasonably incurred in the performance of his duties for the District at the current IRS mileage rate. Alternatively, the District may provide Mr. Arterberry with a District credit card to be used for the actual costs of allowable travel expenses. When possible, said expenses shall be approved in advance by Board. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or undocumented. Said expenses shall be claimed by Interim Superintendent/President by submitting itemized documentation of expenses actually incurred. The Interim Superintendent/President shall maintain a separate accounting and pay any necessary state and/or federal taxes on any amount recovered but not used for actual expenses as accounted for and in respect to proof of expenditures provided to the District office by the end of each calendar year.
- (d) Vehicle and Phone Allowance: Interim Superintendent/President shall receive, in addition to any salary, a monthly phone and use of personal automobile allowance of \$500 to carry out the goals and mission of the District.
- (e) Professional Allowance: Mr. Arterberry shall receive, in addition to any salary, an allowance of up to \$3,000 per year. This sum shall be prorated for partial year of service and shall be used to maintain his professional competency and leadership by attending such conferences or meetings as he and the Board President deem necessary, subject to Board approval of his absence. Said sum shall be used for all reasonable and necessary expenses, including civic and professional membership dues, travel, meals, lodging and registration fees. Said expenses shall be claimed by Mr. Arterberry by submitting documentation of expenses actually incurred.
- (f) Expenses Allowance: The District agrees to pay the Interim Superintendent/President an additional \$500 per month to be used by Mr. Arterberry to carry out the goals and mission of the District.
- (g) Benefits: In lieu of District paid monthly benefits, the District shall pay the Interim Superintendent/President \$300 per month into a tax sheltered annuity plan. Mr. Arterberry will provide the District with evidence of medical coverage.

3. **Benefits:**

- (a) Vacation/Holidays. Interim Superintendent/President shall be required to render full and regular service to the District during the period covered by this Agreement except that he shall be entitled to twenty-two (22) working days of paid annual vacation (accrued at the rate of 1.83 days per month), prorated. The Interim Superintendent/President shall advise the Board in advance of the dates on which he wishes to utilize his vacation days. Said vacation shall be scheduled by mutual agreement with the Board. The approval of such vacation shall not be unreasonably withheld.

Vacation time may be accumulated year to year but unused days shall not accrue beyond twenty-two (22) working days. In the event of the termination or expiration of this contract, the Interim Superintendent/President shall receive compensation of all unused accrued vacation at the then-current salary rate, up to twenty-two (22) accrued and unused vacation days.

- (b) Sick Leave. Interim Superintendent/President shall be entitled to twelve (12) sick days per year, prorated at the rate of one (1) day per month. Sick days may be accumulated from year-to-year without limit.
- (c) Fringe Benefits. Interim Superintendent/President shall be entitled to all Board approved fringe benefits for management employees, such as health and welfare benefits, as provided for by District Board Policy as such benefits exist and as they may be changed from time to time. Interim Superintendent/President shall further be eligible for any leaves authorized by law or by District Board Policy for management personnel.
- (d) Retirement Contribution. The District shall make contributions to STRS based upon the total compensation received by Interim Superintendent/President during the term of this Agreement.
- (e) Leaves and Holidays. The Interim Superintendent/President shall be eligible for the same leaves and holidays as other academic management employees.

4. **Powers and Duties:**

- (a) Interim Superintendent/President shall render full-time service in the position of Interim Superintendent/President and shall devote his time, skills, labor and attention to managing, administering and supervising the affairs of his position. As Interim Superintendent/President, he shall have such powers and exercise such duties as are assigned to him by the Board or otherwise given to him by the Education Code, other applicable laws and regulations, and the requirements, directives and policies of the Governing Board. In his capacity as Interim Superintendent/President, Interim Superintendent/President accepts said employment and agrees to carry out his duties faithfully and to the best of his ability.
- (b) Interim Superintendent/President shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Agreement, California law, and the rules, regulations and policies of the Board and District.

- (c) Interim Superintendent/President shall, unless otherwise ordered, serve as Secretary to the Governing Board.
- (d) Interim Superintendent/President shall serve under the direction of the Board and shall have the responsibilities, on an interim basis, of diligently, competently, and professionally performing the job duties of the Interim Superintendent/President, as more fully described in the job description developed by the Board and the California Education Code, as well as rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and directives of the Board. Interim Superintendent/President shall carry out such orders and duties as may legally be delegated to him by the Board.
- (e) The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the Interim Superintendent/President position in response to the needs of the District.
- (f) Such acts which may require ratification and approval by the Board shall be referred to the Board at the earliest possible opportunity by the Interim Superintendent/President.
- (g) As soon as practicable after the execution of this Agreement, the Board shall arrange to meet with Interim Superintendent/President to establish the performance objectives under this Agreement. These objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement, and any other criteria mutually agreed upon by the Parties. Any modification to these objectives shall be reduced to writing and shall be based on the administrative duties and responsibilities set forth in this Agreement and any other criteria mutually agreed upon by the Parties.
- (h) Nothing in this Agreement shall prohibit the Interim Superintendent/President from using earned vacation days to undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, provided such undertakings do not interfere with the Interim Superintendent/President's performance of duties under this Agreement.

5. Termination:

- (a) This Agreement may be terminated by any of the following events:
 - i. By expiration of this contract. This Agreement shall automatically expire on its stated expiration date, and this Agreement shall constitute notice. If the Board elects to reemploy the Interim Superintendent/President at the expiration of this Agreement, the Board shall notify the Interim Superintendent/President in writing at least sixty (60) days before the Agreement expires. The Interim Superintendent/President shall notify the Board seventy-five (75) days before the expiration of this Agreement of the Board's right to consider his reemployment.
 - ii. Retirement or death of the Interim Superintendent/President.
 - iii. Disability of the Interim Superintendent/President for longer than three (3) weeks.
 - iv. Discharge for cause: Prior to exercising this option, the Board shall give the Interim Superintendent/President written notice of its intention, with a statement of the specific acts or omissions, which give rise to the proposed action. No action shall

be taken on a proposed termination for cause until the Interim Superintendent/President has had an opportunity to present to the Board, either in writing or at a meeting an explanation or defense.

The Interim Superintendent/President may be represented by counsel at the meeting at his own expense. Any decision to terminate for cause shall be effective upon the date determined by the Board. The District's obligation to pay compensation to the Interim Superintendent/President shall terminate upon the effective date of the Interim Superintendent/President's discharge.

- (b) In accordance with the provisions of California Government Code Section 53260, et seq., should this Agreement be terminated the District prior to the end of its term, the maximum cash settlement that the Interim Superintendent/President may receive shall be an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). No other or additional non-cash settlement may be agreed to, except that health benefits may be continued, limited to the same restrictions as for cash settlement, or until new employment is found, whichever occurs first. This provision is intended to set the maximum ceiling on the amount that may be paid and is not a target or example of the amount of the cash settlement to be paid. A copy of this Agreement and any settlement shall be made available to the public upon request.
- (c) Interim Superintendent/President shall notify the Board of his intent to apply for employment elsewhere and the reasons therefore. The Interim Superintendent/President shall further notify the Board if he becomes a candidate for employment elsewhere and of any interviews scheduled with another employer prior to the interview. The failure of the Interim Superintendent/President to follow these requirements shall be deemed to constitute a material breach of this Agreement, and the District may then terminate this Agreement with the Superintendent/President for cause as set forth above.

6. **Evaluation:**

Interim Superintendent/President shall receive a performance evaluation after six months of employment in accordance within the terms of this Agreement and the performance objectives for the term of this Agreement. The Board reserves the right to evaluate the Interim Superintendent/President's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, with the advice of the Interim Superintendent/President. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Interim Superintendent/President shall provide satisfactory or better services in the position of Interim Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District.

In the event that the Board determines by majority vote that Interim Superintendent/President's performance is unsatisfactory, the Board shall describe in writing in

reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Interim Superintendent/President and he shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Interim Superintendent/President in a timely manner to discuss the evaluation.

7. **Modification:**

This Agreement may be modified, altered and amended at any time during its term by the mutual written agreement of the Parties hereto.

8. **General Provisions:**

(a) **Governing Law.** This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws, rules and regulations of the State of California and the Board of Governors of California Community Colleges, all of which are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein. In the event the terms of this Agreement conflict with any rule of law, rule, or regulation of the State of California or the Board of Governors of California Community Colleges in force on the effective date of this Agreement, the applicable law, rule or regulation shall govern.

In addition, it is the expectation of the District that the rules, regulations, and policies of the District, to the extent that they do not conflict with this Agreement, shall provide guidance, structure and organization to the employment relationship. The guidelines contained within the aforementioned rules, regulations, and policies are neither exclusive nor comprehensive.

The Board reserves its exclusive right to review and update, change, amend or terminate any of its rules, regulations, or policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented. In the event any provision of the District policies and/or District regulations conflicts with this Agreement, this Agreement shall supersede and be controlling, and the rights and obligations of the Parties under this Agreement shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter than is set forth in this Agreement. The District's interpretation of its own rules, regulations, and policies shall govern in the event there is any question as to whether any District rule, regulation, or policy conflicts with this Agreement.

(b) **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the Parties. This Agreement shall not be construed against the party who drafted this Agreement or any portion thereof.

(c) **Legal Proceedings.** If Interim Superintendent/President is named as a party to a lawsuit, grievance, or administrative proceeding, or is the subject of a contested case, hearing, or any other action, brought against him in his individual or official capacity as Interim

Superintendent/President, which requires legal representation, the Board shall defend and indemnify Interim Superintendent/President in the manner required by California Government Code Sections 825 and 995. As required by law, a specific condition precedent to such defense and indemnification shall be cooperation by Interim Superintendent/President in such defense.

The choice of counsel is within the Board's discretion. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense. Interim Superintendent/President agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.

- (d) Severability and Savings. Should any provision of this Agreement be found to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue to be binding and effective on the Parties. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, statute and/or ordinance, then the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- (e) Amendment. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties.
- (f) Non-Waiver. Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Agreement in the future. Any provision herein may only be waived in writing as an amendment to this Agreement. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Agreement.

9. **Disputes:**

In the event of a bona fide dispute as to breach, the Parties agree as follows:

- (a) The Parties may agree to participate in mediation prior to submitting the matter to arbitration.
- (b) No civil action concerning any dispute arising under this Agreement shall be instituted before any court. All disputes under this Agreement shall be submitted to final and binding arbitration.
- (c) The formal arbitration will be conducted under the rules of the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. All costs of the arbitration shall be divided equally between the Parties. The arbitrators' award resulting from the arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled. The Parties agree that in the event of litigation, venue shall be in the appropriate state or federal court located in Solano County, California. This provision shall be construed as applicable to the entire contract.

The Contract includes the terms and conditions as printed and set forth in this Agreement. Both Parties, by executing this Agreement, agree to comply with such terms and conditions.

IN WITNESS WHEREOF, the Parties have subscribed to this Agreement on the dates set forth above, including all documents as indicated with full knowledge of its content and significance and intending to be legally bound by the terms thereof:

AGREEMENT ACCEPTED:

A. Marie Young, President
Board of Trustees for the
Solano Community College District

Date

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all the duties of employment of the Interim Superintendent/President of the Solano Community College District.

Stan R. Arterberry
Interim Superintendent/President
Solano Community College District

Date

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: CONTRACT AWARD TO RUDOLPH & SLETTEN FOR
THE DESIGN AND CONSTRUCTION OF THE
BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a contract award to Rudolph and Sletten, the Design-Build Entity (DBE) for the Biotechnology and Science Building Project at Vacaville. On June 17, 2015, item 15.(c), the Board was notified that contract negotiations would begin with the DBE. The selection committee, consisting of a Board member, Faculty, Deans and other administrators, as well as a set of "technical consultants," received and discussed merits of the three proposals and the consensus selection was to move forward with the Rudolph and Sletten team. Contract negotiations are now complete and the Rudolph and Sletten contract consists of:

- Stipulated Sum Total for Building and Design: \$25,000,000
- Allowance for Furniture, Fixtures and Equipment (FF&E): \$ 2,930,000
- 4% Owner's Allowance \$ 1,000,000
- Total Stipulated Sum Agreement: \$28,930,000

CONTINUED ON NEXT PAGE

Government Code: Board Policy: Estimated Fiscal Impact: \$28,930,000 Measure Q 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) 864-7176

TELEPHONE NUMBER

Administration
ORGANIZATION

July 24, 2015
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO RUDOLPH & SLETTEN FOR
THE DESIGN AND CONSTRUCTION OF THE
BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

REQUESTED ACTION: APPROVAL

CONTINUED FROM PREVIOUS PAGE:

Both allowances are comparable to those utilized by other districts and government agencies. The allowance for FF&E is for the purchase, coordination and installation of, moveable/non-fixed furniture, fixtures and equipment. The owner's allowance is for owner approved changes and unforeseen conditions only. This allowance can only be accessed with District approval.

Any funds remaining in the allowances will revert to the District by a negative change order. Approval of this agenda item authorizes District Administration to approve the expenditure of allowance funds, up to the amount of described above.

The Governing Board is asked to approve the Rudolph and Sletten DBE Agreement in the amount of \$28,930,000.

Student Success: A STEM Building for the expansion of Science and Biotechnology program needs.

The contract and associated exhibits are available online at:
<http://www.solano.edu/measureq/planning.php>.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONTRACT AWARD TO AQUATIC DESIGN GROUP INC.
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE SWIMMING POOL DECK IMPROVEMENT
PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the contract award to Aquatic Design Group, Inc. to provide full architectural and engineering services for the Swimming Pool Deck Improvement Project. The scope of work includes providing full architectural services in order to produce a set of construction phase documents for improvements to the swimming pool deck. Proposals were solicited from several firms from within the Board approved pool of architects, including AR2 Architects, JRDV Architects, and MADI Architecture. These firms felt that they were not qualified to provide a bid and declined to submit. Several firms that specialize in pool architecture were then solicited for proposals including Arch Pac Aquatics and Aquatic Design Group Inc. Both Arch Pac Aquatics and Aquatic Design Group submitted proposals. Based on their qualifications and price proposal, Aquatic Design Group Inc. was deemed the best value with a proposal in the amount of \$20,000.

The Board is asked to approve a contract to Aquatic Design Group Inc. in the amount of \$20,000. The contract is available online at <http://www.solano.edu/measureq/planning.php>.

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$20,000 State Scheduled Maintenance 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

July 24, 2015
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
**DATE APPROVED BY
INTERIM SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONTRACT AWARD TO IDF FOR CONSTRUCTION SERVICES FOR SMALL CAPITAL PROJECTS: B1600 CLASSROOM IMPROVEMENTS AND PORTABLE CLASSROOMS PHASE II IMPROVEMENT PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the award of a construction contract to IDF for two small capital projects: Building 1600 Classroom Improvements and Portable Classrooms Phase II. The scope of work includes providing data cabling, installation of new equipment cabinets and District provided equipment, and documentation and testing of newly installed equipment.

IDF submitted a bid, Coast Electric and CW Electrical were deemed non-responsive. Pacific Power Systems and Wulff Electric declined to bid. The lowest responsive, responsible bidder was IDF, with a price of \$5,200.

The Board is asked to approve a contract to IDF, in the amount of \$5,200.

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

Government Code: Board Policy: Estimated Fiscal Impact: \$5,200 Measure Q 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

July 24, 2015
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT


STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONTRACT AWARD TO JLC CONTRACTING, INC., FOR
CONSTRUCTION SERVICES FOR THE PERFORMING
ARTS BUILDING (B1200 RENOVATION) SWING SPACE
PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the award of a construction contract to JLC Contracting Inc., for the Performing Arts Building (B1200 Renovation) Swing Space Project. The scope of work includes Building 1800 renovations to provide needed construction improvements for the Theater Shop program use during Building 1200 Theater renovation project.

JLC Contracting, Inc., submitted a bid; W.A. Thomas Co., Inc., DPR Construction, and Carl Rechnagel GC all declined to provide a bid. Coast Construction and Roebbelen Construction were deemed non-responsive. The lowest responsive, responsible bidder was JLC Contracting Inc., with a price of \$14,763.

The Board is asked to approve a contract to JLC Contracting Inc., in the amount of \$14,763.

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

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$14,763 Measure Q 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

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONTRACT AWARD TO IDF FOR CONSTRUCTION SERVICES FOR SMALL CAPITAL PROJECTS: BUILDING 1800 CLASSROOM IMPROVEMENTS AND TECHNOLOGY CLASSROOM PROJECTS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the award of a construction contract to IDF for two small capital projects: Building 1800 Classroom Improvements and Technology Classroom Project. The scope of work includes providing data cabling and data drops to support new smart classroom technology requirements and projector installations.

Three firms submitted bids. Sac Valley Electric's bid was deemed incomplete and Coast Electric was deemed non-responsive. Pacific Power & Systems declined to bid. The lowest responsive, responsible bidder was IDF with a price of \$10,750.

The Board is asked to approve a contract to IDF in the amount of \$10,750.

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

Government Code: Board Policy: Estimated Fiscal Impact: \$10,750 Measure Q 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

July 24, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONTRACT AWARD TO JLC CONTRACTING, INC., FOR ELECTRICAL CONSTRUCTION SERVICES FOR THE PERFORMING ARTS BUILDING (B1200 RENOVATION) SWING SPACE AND TECHNOLOGY CLASSROOM PROJECTS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the award of an electrical construction contract to JLC Contracting Inc., for the Performing Arts Building (B1200 Renovation) Swing Space and Technology Classroom Projects. The Theater department will utilize a portion of Building 1400 for their performances during the renovation of Building 1200. The scope of work includes providing electrical construction services required for the setup of a temporary stage as part of the Theater program swing space in Building 1400 and equipment connections part of the Technology Classroom Projects implementation in Building 800.

JLC Contracting, Inc., and Sac Valley Electric submitted a bid; WA Thomas, Pacific Power & Systems and Coast Electric were deemed non-responsive. The lowest responsive, responsible bidder was JLC Contracting Inc. with a proposal of \$9,330.

The Board is asked to approve a contract to JLC Contracting Inc. in the amount of \$9,330. The contract is available online at <http://www.solano.edu/measureq/planning.php>.

<i>Government Code: N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$9,330 Measure Q</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

July 24, 2015
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONTRACT AMENDMENT TO ED2 INTERNATIONAL FOR DESIGN-BUILD REVIEW SERVICES FOR THE VACAVILLE BIOTECHNOLOGY & SCIENCE PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the contract amendment to ED2 International, Architects to provide additional services for the Vacaville Biotechnology & Science Building. On October 15, 2014, the Governing Board approved 13(f), a contract to provide criteria document development services.

This contract amendment will include additional technical review of the final three Design-Build Entity proposals, participation in the selection process confidential meetings, documentation of changes to the original scope as modified during the programming phase, review of detailed technical specifications during the process and swing space design work for the Biotechnology & Science program interim lab located in the existing Vacaville Center Building.

The Board is asked to approve this contract amendment to ED2 International in the amount of \$75,330. Adequate funding is available in the project budget.

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

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$75,330 Measure Q 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

July 24, 2015
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONTRACT AWARD TO OMNI-MEANS LTD FOR
TRAFFIC ENGINEERING SERVICES FOR THE
VACAVILLE CLASSROOM BUILDING RENOVATION
PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Omni-Means, Ltd. to provide traffic engineering services for the Vacaville Classroom Building Renovation Project. As part of the Vacaville Center Biotechnology and Science Building Project environmental documentation requirements, the District is required to install a traffic signal at the Vacaville Center. The consultant will provide concept level planning services in preparation of a Project Initiation Form scope and budget.

Proposals were solicited and received from Whitlock & Weinberger Transportation, Omni-Means, LTD, and Fehr + Peers. Based on specific qualifications for this work and a required price proposal, Omni-Means, Ltd. was deemed the best value with a proposal in the amount of \$3,000.

The Board is asked to approve a contract to Omni-Means, Ltd. in the amount of \$3,000.

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

Government Code: N/A 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

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

July 24, 2015
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Lisa Hiner	Alternate Media Specialist (15 years, 11 months)	08/01/15
Thomas Kea	Dean, Vallejo Center (9 years, 7 months)	Org: 06/30/15 Rev: 07/31/15
Deborah Mann	Director, Workforce Training & Grants Management (9 years, 8 months)	09/30/15

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

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

July 24, 2015
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 5, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF THE
SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO
AND YOLO COUNTIES, CALIFORNIA) 2015 GENERAL
OBLIGATION REFUNDING BONDS, RESOLUTION NO.
15/16-04

REQUESTED ACTION: APPROVAL

SUMMARY:

An Election was held in the Solano Community College District (the "District") on November 5, 2002 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$124,500,000 (the "Authorization").

The District has issued bonds under the Authorization, including its Solano Community College District (Solano and Yolo Counties, California) General Obligation Bonds, Election of 2002, Series 2006B in the aggregate principal amount of \$44,495,279.20 (the "Prior Bonds").

The District now desires to refinance portions of the outstanding Prior Bonds (so refunded, the "Refunded Bonds") through the issuance of general obligation refunding bonds (the "Refunding Bonds") in an aggregate principal amount of not-to-exceed \$50,000,000. All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the maturity dates of the Refunded Bonds.

CONTINUED ON NEXT PAGE:

Government Code: Board Policy Estimated: Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 30, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



STAN ARTERBERRY
Interim Superintendent-President

July 30, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) 2015 GENERAL OBLIGATION REFUNDING BONDS, RESOLUTION NO. 15/16-04

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

(a) Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or federally tax-exempt bonds. The Resolution authorizes the issuance of the Refunding Bonds, specifies the basic terms, parameters and forms of the Refunding Bonds, and approves the form of Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Refunding Bonds to be issued (\$50,000,000). Section 4 of the Resolution states the maximum underwriting discount (0.5%) with respect to the Refunding Bonds, and authorizes the Refunding Bonds to be sold at a negotiated sale to RBC Capital Markets, LLC and Piper Jaffray & Co. (collectively, the "Underwriters"). The Resolution authorizes the issuance of both current interest bonds and capital appreciation bonds.

(b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriters will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Refunding Bonds which may be distributed to prospective purchasers of the Refunding Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, transfer terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding Bonds (the tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Refunding Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.

CONTINUED ON NEXT PAGE:

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: RESOLUTION AUTHORIZING THE ISSUANCE OF THE SOLANO COMMUNITY COLLEGE DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA) 2015 GENERAL OBLIGATION REFUNDING BONDS, RESOLUTION NO. 15/16-04

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. All underwriters of municipal bonds, are obligated to procure from a bond issuer a covenant that such public agency will annually file “material financial information and operating data with respect to the District” through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligation issuance). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Refunding Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

(e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds in an amount sufficient to redeem the Refunded Bonds will be deposited in an escrow fund (the “Escrow Fund”) held by Wells Fargo Bank, National Association (acting as “Escrow Agent”). The monies in the Escrow Fund will be used by the Escrow Agent to refund all or a portion of the Prior Bonds on August 1, 2016. As a result of the deposit and application of funds so provided in the Escrow Agreement, the Refunded Bonds will be defeased and the obligation of Solano and Yolo Counties to levy *ad valorem* taxes for payment of the Refunded Bonds will cease.

Fiscal Impact: There is no fiscal impact to the General Fund resulting from the issuance of the Refunding Bonds.

Staff recommends approval of Resolution No. 15/16-04 Resolution authorizing the issuance of the Solano Community College District (Solano and Yolo counties, California) 2015 General Obligation Refunding Bonds.

The resolution can be viewed at http://www.solano.edu/governing_board/meetings.php

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD


**SUBJECT: SOLANO COUNTY FLEET MANAGEMENT
PRESENTATION**

REQUESTED ACTION: INFORMATION

SUMMARY:

On May 21, 2014 the Board approved the renewal agreement with Solano County Fleet Management. Fleet Management is an internal service responsible for providing comprehensive services for all vehicular equipment needs of all County Departments, multiple cities and special districts within Solano County.

Mr. Dave Bastian, Fleet Manager, will present the services available from Solano County that are not currently being utilized by Solano Community College.

<i>Government Code:</i>	<i>Board Policy Estimated:</i>	<i>Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
<hr/> Erik Visser Director of Athletics PRESENTER'S NAME		
<hr/> 4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS		
<hr/> 707 864-7126 TELEPHONE NUMBER		
<hr/> Student Services ORGANIZATION		
<hr/> July 1, 2015 DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
	 STAN R. ARTERBERRY Interim Superintendent-President	
	<hr/> August 5, 2015 DATE APPROVED BY SUPERINTENDENT-PRESIDENT	

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

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: DISTRICTWIDE TREE REMOVAL PLAN
REQUESTED ACTION: INFORMATION

SUMMARY:

A Plus Tree Inc., performed a Districtwide comprehensive tree survey and assessment. This project scope of work included a tree survey, assessment and analysis of trees on the Fairfield, Vallejo and Vacaville campuses. A certified Master Arborist reviewed all three campuses, identifying tree species and noting the health status and specific campus location of each tree. Some of the aspects of the report include identification of trees with poor structure and health that have deformed concrete dividers in campus parking lots. The Arborist also identified trees that are planted too close to buildings. The Arborist's report will provide recommendations for mitigation measures to address aging trees and prevent potential damage to the building foundations.

The Districtwide Tree Removal Report and Plan will be presented to the Board of Trustees for approval at the August 19, 2015 meeting, pending the resolution of any questions by the public and Board members.

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

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

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

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(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

July 24, 2015
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


STAN R. ARTERBERRY
Interim Superintendent-President

August 5, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**