

**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>
Khadijah Adjabeng	Executive Coordinator – Student Services (Confidential) – M00088 (Range 35/Step 1)	06/01/16
Douglas Mungin	Communication Studies Instructor (Tenure Track)	08/12/16

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Patti Barnes	Cosmetology Program Development	Perkins Fund	05/04/16 – 05/18/16	\$58.60 hr.
Ajani Byrd	Curriculum Analyst	General Fund	05/19/16 – 06/30/16	\$19.73 hr.
Cheryl McDonald	Cosmetology Program Development	Perkins Fund	05/04/16 – 05/18/16	\$69.05 hr.
Ashley Morton	Substitute Custodian	General Fund	05/19/16 – 06/30/16	\$13.62 hr.
Belinda Silva-Attianese	Cosmetology Program Development	Perkins Fund	05/04/16 – 05/18/16	\$64.87 hr.
Curley Wikkeling-Miller	Cosmetology Program Development	Perkins Fund	05/04/16 – 05/18/16	\$58.60 hr.

Mary Jones
Human Resources

May 6, 2016

Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

May 18, 2016

Page 2

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Monique Chappel	Human Resources Recruiter	06/01/2016
Shemila Johnson	Director of Enrollment Services	07/04/2016
Charles Monahan	Director, Workforce Training & Grants Management	05/24/2016
Philip Summers	Full Time Faculty – Bio/Human Physiology	05/19/2016
Dan Ulrich	Full Time Faculty – Auto Body Repair	05/18/2016

**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
Leslie Minor, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Staci Arriaga	Choreographer for Spring Awakening play.	February 18, 2016 – March 18, 2016	Revised not to exceed \$1,000.00
Craig Burdette	Piano accompaniment for auditions and rehearsals.	February 18, 2016 – March 25, 2016	Not to exceed \$500.00

**Student Services
Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Shonda Avery	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Ciara Bell	Statistician for Softball during the 2016 season	March 17, 2016 – May 22, 2016	Not to exceed \$600.00
Latoya Braxton	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Rhonda Smith Fitzpatrick	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00

Yulian I. Ligioso

Vice President, Finance & Administration

May 6, 2016

Date Submitted

Celia Esposito-Noy, Ed.D.
 Superintendent-President

May 6, 2016

Date Approved

Student Services (Cont.'d)
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jerry Gorman	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Jenny Hauser	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Daphne Kuta	Stroke and turn judge for BVC Championship	April 21, 2016 – April 23, 2016	Not to exceed \$240.00
Iyeshia Miller	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Jesus Naranjo	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Gregory Peterson	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Melissa Torrez	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Lyna Sue Waters	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Alina Woolford	Provide assistance for Foster Kinship Care Education Program Presentations	May 5, 2016 – June 30, 2016	Not to exceed \$200.00

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

04/08/2016	Vendor Payments	2511069219-2511069233	\$3,925.50
04/11/2016	Vendor Payments	2511069234	\$8,400.00
04/11/2016	Vendor Payments	2511069235-2511069238	\$6,804.72
04/11/2016	Vendor Payments	2511069239-25110692556	\$265,651.53
04/11/2016	Vendor Payments	2511069257-2511069332	\$205,468.17
04/18/2016	Vendor Payments	2511069333	\$14,221.50
04/18/2016	Vendor Payments	2511069334-2511069344	\$669,944.13

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$3,639,325.03</i>
------------------------------------	---------------------------	--

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

Yulian Ligioso

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

04/18/2016	Vendor Payments	2511069345-2511069411	\$487,917.41
04/22/2016	Vendor Payments	2511069412-2511069443	\$11,005.00
04/22/2016	Vendor Payments	2511069444-2511069506	\$173,910.71
04/25/2016	Vendor Payments	2511069507	\$13,962.20
04/25/2016	Vendor Payments	2511069508-2511069520	\$246,397.28
04/25/2016	Vendor Payments	2511069521-2511069595	\$646,396.34
04/27/2016	Vendor Payments	2511069596-2511069602	\$4,311.17
05/02/2016	Vendor Payments	2511069603	\$5,750.00
05/02/2016	Vendor Payments	2511069604-2511069610	\$67,000.15
05/02/2016	Vendor Payments	2511069611	\$597,172.00
05/02/2016	Vendor Payments	2511069612-2511069705	<u>\$211,087.22</u>
TOTAL:			\$3,639,325.03

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

TO: **Members of the Governing Board**

SUBJECT: **DONATIONS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Madonna Karr 300 Aragon Street Vallejo, CA 94591 Theresa Karr 149 Garden Court Vallejo, CA 94591	1959 Cessna 150 Airplane Tail Number N7925E \$10,000.00	Aeronautics

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
-------------------------	---------------------------	--

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

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SOLANO COMMUNITY COLLEGE MISSION STATEMENT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Solano Community College District Mission Statement is evaluated and revised on a regular basis. The Board Subcommittee, through the shared governance process, proposed revisions to the mission statement, which is being presented to the Board of Trustees for approval.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy: 1003</i>	<i>Estimated Fiscal Impact: N/A</i>
------------------	---------------------------	-------------------------------------

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Celia Esposito-Noy, Ed.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

VICE PRESIDENT APPROVAL

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRICT MISSION

1003

POLICY: Mission Statement

Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to helping our students achieve their educational, professional, and personal goals centered in basic skills education, workforce development and training, and undergraduate education. **Solano transforms student lives with undergraduate education, transfer courses, career and technical education, certificate programs, workforce development and training, basic-skills education, and lifelong-learning opportunities.** The College accomplishes this three-fold mission through its dedicated teaching, innovative programs, broad curricula, and services that are responsive to the complex needs of all students.

The mission **shall be** is evaluated and revised on a regular basis.

REFERENCES/

AUTHORITY; ~~WASC ACCJC Standard One~~ **ACCJC Accreditation Standard I.A**

ADOPTED: June 6, 2007

REVISED: June 6, 2007, March 17, 2010, Reviewed June 2, 2010; December 19, 2012,

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

TO: **Members of the Governing Board**

SUBJECT: **EQUAL EMPLOYMENT OPPORTUNITY FUND
MULTIPLE METHOD ALLOCATION MODEL
CERTIFICATION FORM, FISCAL YEAR 2015-16**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The District has met the following nine out of nine Multiple Methods listed below.

- Method 1 – District’s EEO Advisory Committee and EEO Plan
- Method 2 – Board policies and adopted resolutions
- Method 3 – Incentives for hard-to-hire areas/disciplines
- Method 4 – Focused outreach and publications
- Method 5 – Procedures for addressing diversity throughout hiring steps and levels
- Method 6 – Consistent and ongoing training for hiring committees
- Method 7 – Professional development focused on diversity
- Method 8 – Diversity incorporated into criteria for employee evaluation and tenure review
- Method 9 – Grow-Your-Own programs

Attached is the Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16, which has been approved by the Solano Community College Equity Inclusion Advisory Committee on May 4, 2016, and is being presented for approval.

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model
Certification Form, Fiscal Year 2015-16**

District Name: Solano Community College District

The district met Multiple Method #1 (District's EEO Advisory Committee and EEO Plan).

- Yes
 No

The district met at least 5 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes

- Method 2 (Board policies and adopted resolutions)
- Method 3 (Incentives for hard-to-hire areas/disciplines)
- Method 4 (Focused outreach and publications)
- Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
- Method 6 (Consistent and ongoing training for hiring committees)
- Method 7 (Professional development focused on diversity)
- Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
- Method 9 (Grow-Your-Own programs)

- No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda of when District's EEO Advisory Committee certified this report form.

Chair, Equal Employment Opportunity Advisory Committee.

Name: Rachel Archeta Title: EEO Chair / HR Manager
Signature: [Signature] Date: 5/5/16

Chief Human Resources Officer

Name: _____ Title: _____
Signature: _____ Date: _____

Chief Executive Officer (Chancellor or President/Superintendent)

Name: _____ Title: _____
Signature: _____ Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____

Name: _____ Title: President/Chair, Board of Trustees
Signature: _____ Date: _____

Date Due at the Chancellor's Office: June 1, 2016

Return to: Javier Gonzalez (jjgonzalez@cccco.edu)

Chancellor's Office California Community Colleges: 1102 Q Street, Ste. 4500, Sacramento, CA 95811

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 *Multiple Methods*. The Chancellor's Office will select some of the practices reported and highlight them in an "EEO and Diversity Best Practices Handbook".

When providing explanation(s) and evidence of your district's success in implementing the *Multiple Methods*, please write a response suitable for publication in the best-practices handbook. Please keep narrative to no more than one page per Multiple Method.

Nine (9) Multiple Methods

Pre-Hiring

1. District's EEO Advisory Committee and EEO Plan
2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does district meet Multiple Method #1 (District's EEO Advisory Committee and EEO Plan)?

- Yes
 No

Under the *Multiple Method* allocation model, districts must minimally have an operational District EEO Advisory Committee and an updated EEO Plan.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, Section 53003).
- EEO Plans are considered active for three years from the date of when the District's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, Section 53005).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Solano Community College has a current EEO Plan and EEO Advisory Committee. The Solano Community College Advisory committee is called the Equity Inclusion Advisory Council (EIAC). The committee works collaboratively to help build a culture of diversity and inclusion.

Evidence: Equity Advisory Inclusion Council Membership http://solano.edu/eiac/eiac_members.php
Evidence: EEO Plan <http://solano.edu/hr/1415/EEO%20PLAN%20SEPT%202014%20FINAL.pdf>

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

To receive funding for that year's allocation amount, districts are also required to meet 5 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Solano Community College (SCC) is committed to equity and diversity. The district developed and implemented policies to ensure all staff and faculty acknowledge our commitment. In addition, Diversity awareness trainings are provided to all new employees. Additionally, the Board has expressed its commitment to hiring diverse candidates across the college.

Evidence: SCC adopted a resolution for Women's History Month - Agenda Item 14/15-25 dated February 18, 2015
Evidence: SCC adopted a resolution for Black History Month - Agenda Item 14/15-22 dated January 21, 2015
Evidence: Commitment to Diversity Policy http://www.solano.edu/district_policies/4000/Policy4037.pdf
Evidence: Equal Employment Opportunity http://www.solano.edu/district_policies/4000/Policy4035.pdf
Evidence: Cultural Diversity/Equal Opportunity http://www.solano.edu/district_policies/4000/Policy4290.pdf
Evidence: <http://www.keenan.com/schools-colleges/property-liability/abuse-prevention-online-training-courses/>

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #3.

SCC is developing a program to address hard to fill positions, which we anticipate rolling out in the Fall of 2016 to prepare for hiring in Spring of 2017. We are also working with faculty members to create a faculty mentor program that will help cultivate adjunct faculty and new faculty, in particular, diverse faculty who represent the experiences of our students.

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model
Certification Form, Fiscal Year 2015-16**

Does the District meet Method #4 (Focused outreach and publications)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #4.

SCC reaches out to specific disciplines' associations to connect and engage with potential candidates. Some of these associations include American Nursing Association, Mathematical Association of America and National Science Teachers Association. Additionally, list serves for various organizations are used and personal outreach to potential applicants is used frequently.

Evidence: American Nursing Association <http://www.nursingworld.org/>

Evidence: Mathematical Association of America <http://www.maa.org/>

Evidence: National Science Teachers Association <https://www.nsta.org/>

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #5.

SCC ensures all hiring committee members understand our policies and procedures on diversity through each step of the hiring process. EEO trainings must be completed annually by hiring committee members to ensure the members are current in updated procedures. A review of hiring practices and procedures is scheduled for managers this summer and procedures are currently being rewritten to address the process for hiring emergency and adjunct faculty.

Evidence: Faculty Hiring Procedures http://www.solano.edu/district_policies/4000/Policy4005pro.pdf

Evidence: Employment Selection Procedures:

http://www.solano.edu/district_policies/4000/Policy4000pro.pdf

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model
Certification Form, Fiscal Year 2015-16**

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Solano Community College provides EEO training annually for all current employees. In addition, Solano Community College has mandatory EEO on-line training for all hiring committee members. In the Fall of 2016, SCC will be providing a live EEO training for hiring committee participants, this training will be offered at the Flex Cal event. Ongoing work with the administrative leadership group (ALG) will continue over the summer and into the fall.

Evidence: Hiring the Best While Developing Diversity in the Workforce - Spring 2015 Flex-Cal Agenda
Evidence: EEO Online Training Power Point

Does the District meet Method #7 (Professional development focused on diversity)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Equity Inclusion Advisory Council (Advisory Committee) hosts professional development trainings during Flex-Cal events for Fall and Spring semesters. Some of our recent trainings are listed below. Additionally, the Superintendent-President has met with the Flex Cal Committee to discuss more opportunities for faculty and staff regarding meeting the equity interests and needs of the college.

Evidence: Diversity: Far More Than Race! - Fall 2015 Flex-Cal Agenda
Evidence: Equity Walk & Talk - Spring 2016 Flex-Cal Agenda

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model
Certification Form, Fiscal Year 2015-16**

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #8.

SCC has an optional Peer Performance evaluation process and diversity/sensitivity to students from diverse backgrounds is a criteria that is being evaluated for tenure review. Manager evaluations include a component on leadership in support of the college's equity goals.

Evidence: See Peer Performance Evaluation

Does the District meet Method #9 (Grow-Your-Own programs)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #9.

SCC has partnered with Andrew Young Global Institute of Vallejo to support and nurture youth who earn a high school diploma or higher education degree. Through the partnership, part of the goal is provide professional development to educators, community partners, business leaders and administrative staff and explore strategies to reach and engage a diverse student population based on positive reinforcement, sound management and responsible fiscal oversight.

Faculty interest in a peer mentoring program for adjuncts and new faculty has been expressed and some faculty are researching model programs for hiring, training, and retaining diverse faculty.

Evidence: Andrew Young Global Institute of Vallejo Memorandum of Understanding:

http://www.solano.edu/governing_board/2015/150218BOARDATTACHMENTSFeb18Upload.pdf

Evidence: At the Intersession Where Worlds Collide: Ethical Leadership among Educational, Business & Community Professionals -

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO VISIONS MANAGEMENT FOR PROFESSIONAL SERVICES FOR PERFORMING ARTS BUILDING SWING SPACE PROJECT AND PROGRAM MANAGEMENT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Visions Management for move coordinator services for the Performing Arts Building Swing Space Project and relocation of Program Management functions. The scope of work for this project is to provide move planning and move coordination services for relocation of furniture, equipment, and

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$94,750 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO VISIONS MANAGEMENT FOR
PROFESSIONAL SERVICES FOR PERFORMING ARTS
BUILDING SWING SPACE PROJECT AND PROGRAM
MANAGEMENT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

property from 360 Campus Lane to the Fairfield campus, and from several on-campus Performing Arts swing spaces to the renovated Performing Arts Building when it is completed.

A proposal was requested from two State of California, Department of General Services Certified Small Businesses. Two bids were received:

Visions Management and Transitions submitted proposals for the project as follows:

Visions Management	\$ 94,750.00
Transitions	\$136,409.63

Visions Management was deemed the lowest responsive and responsible bidder, and the bid is within budget.

The Governing Board is asked to approve a contract to Visions Management in the amount of \$94,750.00.

The contract is 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 FOR PROFESSIONAL
 COMMISSIONING AUTHORITY SERVICES TO GLUMAC
 FOR THE AUTOTECHNOLOGY BUILDING PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with Glumac for the Auto Technology Building Project in Vallejo. The scope of work includes providing professional services to act as the District’s Commissioning Authority to verify that all building systems have been installed properly and perform as designed.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$23,400 Measure Q Funds</i>
------------------	---------------------------------	--

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 VP, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

May 6, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
COMMISSIONING AUTHORITY SERVICES TO GLUMAC
FOR THE AUTOTECHNOLOGY BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the District's pool of pre-qualified firms. Proposals were received from Engineering Economics, Enovity, Glumac, Guttman Blaevoet, and Interface Engineering on, or before, April 26, 2016.

Proposals were evaluated, and based on qualifications and price, Glumac is recommended for award of contract.

The Board is asked to approve a contract to Glumac, in an amount not to exceed \$23,400.

The contract is 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 CHANGE ORDER #2 TO BHM
 CONSTRUCTION INC. FOR BUILDING 1200
 PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for Change Order Number Two to the Contract with BHM Construction Inc. for the Building 1200 Performing Arts Renovation Project. On September 16, 2015 the Board approved a contract to BHM Construction for the Building 1200 Performing Arts Renovation Project. Construction for this project began on November 4, 2015 after receiving approval of funds from the State Chancellor’s Office.

This change order is within the previously approved budget for the project, with the change being funded by State approved construction contingency funds.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Increase capacity to support instructional spaces and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$133,598 State Funds</i>
------------------	----------------------	---

SUPERINTENDENT’S RECOMMENDATION:
 APPROVAL **DISAPPROVAL**

 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

May 6, 2016

DATE SUBMITTED TO

Celia Esposito-Noy, Ed.D.
 Superintendent-President

May 6, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(e)
MEETING
DATE May 18, 2016

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #2 TO BHM
CONSTRUCTION INC., FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the course of construction several unforeseen conditions were encountered and clarifications to the drawings and additional work space were required. These unforeseen conditions and clarifications were not part of the original contract with BHM Construction, necessitating a change order. The attached change order outlines the conditions discovered and changes that were required during the course of construction.

\$13,697,024 Original Contract Sum
\$ 166,491 Previous Approved Change Orders
\$ 133,598 This Proposed Change Order
\$13,997,113 New Contract Sum Including This Change Order

The Board is asked to approve a change order to BHM Construction in the amount of \$133,598.

The Change Order is 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 FOR PROJECT INSPECTOR
SERVICES TO OPTIMA INSPECTIONS INC. FOR
HORTICULTURE SITE IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with Optima Inspections Inc. for inspection services for the Horticulture Site Improvements Project on the Fairfield Campus. The scope of work includes part-time construction inspection of work per DSA approved drawings, as required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$16,800 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

VP, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROJECT INSPECTOR
SERVICES TO OPTIMA INSPECTIONS INC. FOR
HORTICULTURE SITE IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were received from two (2) pre-qualified firms on, or before, April 25, 2016. Proposals were evaluated and based on qualifications and price, Optima Inspections Inc. is recommended for award of contract.

The Board is asked to approve a contract to Optima Inspections Inc., in the amount not to exceed \$16,800.

The contract is 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 CONSTRUCTION TESTING SERVICES INC. (CTS) FOR SPECIAL INSPECTION AND TESTING SERVICES FOR THE HORTICULTURE SITE IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract in a not to exceed amount of \$28,288 to Construction Testing Services Inc. (CTS) for Division of State Architect project special inspection and testing services for the Horticulture Site Improvements Project, which includes specific observation and testing for the infrastructure and construction occurring on this site. The scope of work of this contract includes providing all offsite and onsite special inspections and materials testing as required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$28,288 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CONSTRUCTION TESTING SERVICES INC. (CTS) FOR SPECIAL INSPECTION AND TESTING SERVICES FOR THE HORTICULTURE SITE IMPROVEMENTS PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of project special inspection and testing firms. Responses were received from Construction Testing Services Inc. and Ninyo & Moore. Based on qualifications and price, Construction Testing Services Inc. is considered the best value for this project.

The Governing Board is asked to approve a contract to Construction Testing Services Inc. in an amount not to exceed \$28,288.00.

The contract is 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: **DESIGN-BUILD STIPEND FOR THE SCIENCE BUILDING
– PHASE 1 PROJECT AT FAIRFIELD**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

A “stipend” is an integral part of the Design-Build procurement process. Three (3) Design-Build Entities (DBEs) will compete for the right to design and construct the project through a Request for Proposal (RFP) process. Over a two month period, the DBEs will participate in an intense design process, including meetings with the District team, reviewing the Criteria Documents prepared by the Criteria Architects, preparing a design based on those documents, pricing the design, and submitting the design and proposal to the District. The DBE deemed most responsive to the RFP (highest value) will receive the contract award. The two unsuccessful competitors will be compensated by means of a “stipend” for their work on the project.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Required for construction of new instructional spaces.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$60,000 Measure Q Funds</i>
-------------------------	----------------------	--

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bond Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

CELIA ESPOSITO-NOY, Ph.D.
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: DESIGN-BUILD STIPEND FOR THE SCIENCE BUILDING
– PHASE 1 PROJECT AT FAIRFIELD**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Board approval is requested for the issuance of a stipend to the two unsuccessful participants in the (RFP) process for the Fairfield Science Building Project. The recommended stipend is \$30,000 for each of the two unsuccessful firms, for a total of \$60,000, which represents approximately .11% of the construction cost for each firm.

The amount of the proposed stipend payments for each of the two unsuccessful firms is comparable to stipend payments issued by other districts and government agencies.

Advantages of the stipend include:

- The District owns the intellectual property submitted in the RFP and may use those ideas in the final design;
- The stipend insures a positive relationship with the Design and Construction community, benefitting the District over the long term;
- The cost of the Criteria Architect’s work plus the stipend is less than the cost of a typical Building Programming and Schematic Design phase;
- The work product will equal what is typically delivered in the Building Programming and Schematic Design phase;
- The Design-Build process will shorten the project delivery by at least four months, saving the District in “escalation” costs.

The Board is asked to approve issuance of a stipend of \$30,000 to each of the unsuccessful proposal submitters for the Science Building – Phase 1 Project. It is assumed that there will be a total of three proposal submitters, and therefore two submitters will be unsuccessful and be issued a stipend.

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF MITIGATED NEGATIVE DECLARATION
 (MND) FOR SCIENCE BUILDING PROJECT, FAIRFIELD,
 CALIFORNIA**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

To meet California Environmental Quality Act (CEQA) requirements, the District assumes the role of “lead agency” and is required to consider the impact of a construction project on the environment. After determining that a project is not exempt from CEQA requirements, the process takes the form of preparation of a Negative Declaration, Mitigated Negative Declaration (MND), or full Environmental Impact Report (EIR) as determined to be appropriate for the potential environmental impacts.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Required for construction of new instructional spaces.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 863-7855		
TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		
May 6, 2016		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		Dr. Celia Esposito-Noy Superintendent-President
		May 6, 2016
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF MITIGATED NEGATIVE DECLARATION
(MND) FOR SCIENCE BUILDING PROJECT, FAIRFIELD,
CALIFORNIA**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

It was determined that an MND was most appropriate for the Fairfield Campus New Science Building Project. The Initial Study Mitigated Negative Declaration (ISMND) document describes the project and its effects on the environment – focusing on traffic, air quality and greenhouse gas emissions, noise, hazardous contamination and abatement, and the impact of the project on biological and cultural resources. It also includes proposed mitigation measures to reduce the effects of the project on the environment to a less-than-significant level. The ISMND was released for public review on April 4, 2016. The review period concluded on May 4, 2016 and one comment letter was received. The letter, from CalTrans, recommends certain TDM policies and measures that the Board may, but is not required to, adopt or impose upon this project.

Along with the ISMND, First Carbon Solutions has provided a Mitigation, Monitoring, and Reporting Program (MMRP) report that defines the requirements needed to mitigate those items identified in the ISMND.

The Board of Trustees is asked to approve the ISMND, along with the MMRP at this time.

A copy of the Draft ISMND, the MMRP, and the CalTrans letter may be found on the website:
<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 CAVALRY CONSTRUCTION SERVICES FOR CONSTRUCTION SERVICES FOR THE ASBESTOS ABATEMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a construction services contract to Cavalry Construction Services for the Asbestos Abatement Project. The scope of work for this Small Capital project is to remove selected failing sections of spray-on ceiling in B100 and tile flooring in B1900 which are composed of asbestos containing materials. Contractor will follow all environmental laws and dispose of the material per State regulations.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$20,400 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Yulian Ligioso Finance & Administration		
VICE PRESIDENT APPROVAL		May 6, 2016
May 6, 2016		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CAVALRY CONSTRUCTION SERVICES FOR CONSTRUCTION SERVICES FOR THE ASBESTOS ABATEMENT PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from two State of California, Department of General Services Certified Small Businesses. Two bids were received:

Cavalry Construction Services and Lister Construction submitted proposals for the project as follows:

Cavalry Construction Services	\$20,400
Lister Construction	\$24,000

Cavalry Construction Services was deemed the lowest responsive and responsible bidder, and the bid is within budget.

The Governing Board is asked to approve a contract to Cavalry Construction Services in the amount of \$20,400.

The contract is 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 HAZARD MANAGEMENT SERVICES FOR PROFESSIONAL SERVICES FOR ASBESTOS ABATEMENT PROJECT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for award of a professional services contract to Hazard Management Services for the Asbestos Abatement Project. The scope of work is to provide an Industrial Hygienist to monitor, report and confirm that all activities that occur during the abatement process are per the specification provided by Hazard Management Services.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$4,620 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> May 6, 2016 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
May 6, 2016 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HAZARD MANAGEMENT
SERVICES FOR PROFESSIONAL SERVICES FOR
ASBESTOS ABATEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were requested from four firms: Hazard Management Services, Broadbent, Entek Group and RGA Environmental. Hazard Management Services was deemed the lowest, responsive and responsible bidder at \$4,620.

The Governing Board is asked to approve a contract to Hazard Management Services in the amount of \$4,620.

The contract is 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 GEOTECH UTILITY
 LOCATING FOR PROFESSIONAL SERVICES FOR
 WATER LINE SHUT OFF VALVES PROJECT**

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board ratification is requested for award of a professional services contract to GeoTech Utility Locating to provide utility locating services for the Water Line Shut Off Valve Project. In order to determine and specify the scope of work required for the project, confirming location of the existing water line was mandatory. It was necessary to expedite the utility locating service in order to get the project bid and accomplished during the summer months.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$1,305 Measure G Funds</i>
------------------	---------------------------------	---

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

May 6, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(l)
MEETING DATE May 18, 2016

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

TO: Members of the Governing Board

**SUBJECT: CONSTRUCTION CONTRACT AWARD TO GEOTECH
UTILITY LOCATING FOR WATER LINE SHUT OFF
VALVES PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Governing Board is asked to ratify the Construction Contract with GeoTech Utility Locating in the amount of \$1,305.

The Purchase Order is 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 LISTER CONSTRUCTION FOR
 CONSTRUCTION SERVICES FOR THE WATER LINE
 SHUT OFF VALVES PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of a construction services contract to Lister Construction for the Water Line Shut Off Valves Project. The scope of work for this Small Capital Project includes installation of six shut-off valves in the main domestic water distribution line on the Fairfield Campus. This will allow Facilities to isolate buildings when it is necessary to work on the water lines or plumbing, without having to shut down the water campus-wide.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$159,777 Measure G Funds</i>
------------------	---------------------------------	---

<p>SUPERINTENDENT'S RECOMMENDATION:</p> <p style="text-align: center;">Lucky Lofton Executive Bonds Manager</p> <hr/> <p style="text-align: center;">PRESENTER'S NAME</p> <p style="text-align: center;">4000 Suisun Valley Road Fairfield, CA 94534</p> <hr/> <p style="text-align: center;">ADDRESS</p> <p style="text-align: center;">(707) 863-7855</p> <hr/> <p style="text-align: center;">TELEPHONE NUMBER</p> <p style="text-align: center;">Yulian Ligioso Finance & Administration</p> <hr/> <p style="text-align: center;">VICE PRESIDENT APPROVAL</p> <p style="text-align: center;">May 6, 2016</p> <hr/> <p style="text-align: center;">DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</p>	<p style="text-align: center;"><input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE</p> <hr/> <p style="text-align: center;">Celia Esposito-Noy, Ed.D. Superintendent-President</p> <hr/> <p style="text-align: center;">May 6, 2016</p> <hr/> <p style="text-align: center;">DATE APPROVED BY SUPERINTENDENT-PRESIDENT</p>
--	--

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION FOR
CONSTRUCTION SERVICES FOR THE WATER LINE
SHUT OFF VALVES PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were requested from two State of California, Department of General Services Certified Small Businesses. Two bids were received:

Cavalry Construction Services and Lister Construction submitted proposals for the project as follows:

Lister Construction	\$159,777
Cavalry Construction Services	\$162,720

Lister Construction was deemed the lowest responsive and responsible bidder, and the bid is within budget.

The Governing Board is asked to approve a contract to Lister Construction in the amount of \$159,777.

The contract is 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 AMENDMENT # 1 WITH DOVETAIL FOR
FURNITURE, FIXTURES AND EQUIPMENT
CONSULTING SERVICES FOR THE B100 ACADEMIC
SUCCESS CENTER AND TUTORING EXPANSION
PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

In December 2015 a consulting services agreement in the amount of \$5,600 with Dovetail was approved to provide services for the Building 100 Academic Success Center and Tutoring Expansion Project.

Board approval is requested for the attached Amendment #1 to original consulting services agreement with Dovetail. This amendment is to provide additional consulting services including revisions to the furniture layout plan, completion of a disposition form for items recommended for disposal, and preparation of a move plan for existing Academic Success and Tutoring Center’s furniture to be reused elsewhere on campus.

The Board is asked to approve this contract amendment to Dovetail in an amount not to exceed \$2,975.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$2,975 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CROWN WORLDWIDE
 MOVING AND STORAGE FOR PROFESSIONAL
 SERVICES FOR B100 ACADEMIC SUCCESS CENTER
 AND TUTORING EXPANSION PROJECT**

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Crown Worldwide Moving and Storage for the B100 Academic Success Center and Tutoring Expansion Project. The scope of work is to relocate the existing furniture in the Academic Success and Tutoring Center within Building 100. The Academic Success and Tutoring Center is receiving new furniture to accommodate the expansion.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$874 Measure Q Funds</i>
------------------	--------------------------------	---

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

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

May 6, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CROWN WORLDWIDE
MOVING AND STORAGE FOR PROFESSIONAL
SERVICES FOR B100 ACADEMIC SUCCESS CENTER
AND TUTORING EXPANSION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since the value of the work was less than \$1,000, a proposal was requested only from one firm, Crown Worldwide Moving and Storage, which provided a proposal of \$874.

The Governing Board is asked to approve a contract to Crown Worldwide Moving and Storage in the amount of \$874.

The contract is 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 MADI ARCHITECTS FOR PROFESSIONAL SERVICES FOR 21ST CENTURY CLASSROOM – PHASE 2 PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to MADI Architects for full architectural and engineering services for the 21st Century Classroom – Phase 2 Project. The project scope includes replacement of carpet, patching and repainting of walls, minor electrical work, new computer workstations and chairs and integration of smart classroom technology into Computer Lab Room 503. The consultant scope of work will be to provide full architectural services, including development of construction documents, bid phase services and construction administration for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$8,500 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO MADI ARCHITECTS FOR
PROFESSIONAL SERVICES FOR 21ST CENTURY
CLASSROOM – PHASE 2 PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was solicited from MADI Architects, one of the firms in the District's prequalified pool of firms. The scope of architectural work is very small on this project. MADI did the previous 21st Century Classroom prototypes and is already very familiar with the scope of work and coordination needed with the technology and furnishings components of the project.

The Governing Board is asked to approve a contract to MADI Architects not to exceed the amount of \$8,500.

The contract is 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 CSW/STUBER-STROEH
 ENGINEERING, INC. FOR CIVIL ENGINEERING
 SERVICES FOR WORKFORCE DEVELOPMENT AND
 AERONAUTICS PROJECT**

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for contract award to CSW/Stuber-Stroeh Engineering Group to provide civil engineering services for the Workforce Development and Aeronautics Project. The scope of services includes development of a civil and topographic survey, including identification of property lines, easements, airport land use compatibility plan zones, existing utilities, buildings and structures, potential utility points of connection and additional pertinent information to allow for the design of the new facility.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$16,100 Measure Q Funds</i>
------------------	---------------------------------	--

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

Lucky Lofton
 Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 VP, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed. D.
 Superintendent-President

May 6, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CSW/STUBER-STROEH
ENGINEERING, INC. FOR CIVIL ENGINEERING
SERVICES FOR WORKFORCE DEVELOPMENT AND
AERONAUTICS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board approved pool of civil engineering firms. Responses were received from Bellecci & Associates, BKF Engineers, Creegan + D'Angelo and CSW/Stuber-Stroeh Engineering Group. Based on qualifications and price, CSW/Stuber-Stroeh Engineering Group is considered the most responsive proposal for this project.

The Governing Board is asked to approve a contract to CSW/Stuber-Stroeh Engineering Group in the amount of \$16,100.

The contract is 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: PACIFIC GAS AND ELECTRIC COMPANY (PG&E)
 REQUEST FOR EASEMENT ON SOLANO COMMUNITY
 COLLEGE ROCKVILLE ROAD PROPERTY

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Pacific Gas and Electric Company (PG&E) is proposing to relocate three utility poles that are currently on a conservation area. As part of this project, they will be re-conductoring the circuit to address the growing load/capacity needs in the area. This particular circuit is a summer peaking circuit, with 2016 summer loads expected to be 10% above the normal rated capacity.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7209		
TELEPHONE NUMBER		
Yulian Ligioso	May 6, 2016	
VICE PRESIDENT APPROVAL	DATE APPROVED BY	
May 6, 2016	SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

SUBJECT: PACIFIC GAS AND ELECTRIC COMPANY (PG&E)
REQUEST FOR EASEMENT ON SOLANO COMMUNITY
COLLEGE ROCKVILLE ROAD PROPERTY

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Thus the project completion goal is to complete the work prior to the summer loads start to peak this year, to avoid customer outages, along with addressing capacity and safety issues for the area.

PG&E has an existing easement that runs from Rockville Road to Interstate-80. Part of the line is on property that is owned by Solano Community College (Assessor Parcel Number 0027-242-120). The new location of the poles will be 60 feet west of the existing line, which is located on the College's property.

Attached is a copy of the easement and map showing the area.

Board approval is requested to grant PG&E the easement.

**RECORDING REQUESTED BY AND
RETURN TO:**

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office 245 Marker St,
N10A, Room 1015
P.O. Box 770000 San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-02-1131

EASEMENT DEED

SOLANO COUNTY JUNIOR COLLEGE DISTRICT,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Solano, State of California, described as follows:

(APN 0027-242-120)

The parcel of land described in the deed from Louise Marie Martin and William H.M. Smith to Solano County Junior College District dated July 11, 1967 and recorded in Book 1462 of Official Records at page 533, Solano County Records.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, guy stubs, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land described as follows:

Strip 1

A strip of land of the uniform width of 30 feet and lying 15 feet on each side of the line described as follows:

Commencing at the found brass pin street monument, as shown on the map filed for record November 20, 1969 in Book 24 of Maps at page 78, Solano County; thence

(a) south 00°52'27" west 2049.29 feet to the TRUE POINT OF BEGINNING; thence

(1) south 09° 05' 23" west 377.80 feet

to a point herein for convenience called Point "A"; thence

(2) south 33°11'40" east 58.43 feet

to a point within the boundary lines of said lands.

Strip 2

A strip of land of the uniform width of 10 feet extending northwesterly from the centerline of the strip of land hereinbefore described and designated Strip 1 and lying 5 feet on each side of the line described as follows:

Beginning at said Point "A" and running
(1) north 33°11'40" west 45.52 feet
to a point within the boundary lines of said lands.

Excepting therefrom the strip of land herein described as Strip 1.

The foregoing descriptions are based on a survey made by Grantee in February 2016. The basis of bearings used is based on a course according to the Record of Survey Map filed November 20, 1969 in Book 24 of Maps at page 78, Solano County Records, that has a bearing of North 00°46'00" West and a distance of 271.65 feet.

Grantor hereby confirms in Grantee all necessary rights for Grantee's existing poles, wires and other appurtenances located on said lands.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

SOLANO COUNTY JUNIOR COLLEGE
DISTRICT,

By _____

By _____

Attach to LD 2405-02-1131
Area 6 Sacramento Division
Land Service Office: Sacramento
Operating Department: Electric Distribution
USGS location (MDM and T05N, R02W, Sec. 32, W ½)
Suisun Rancho
FERC License Number(s): N/A
PG&E Drawing Number(s): L-05-02-32
PLAT NO.: T-0907
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 03, 06, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed):
Order #: 30996468
JCN: N/A
County: Solano
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision N/A
Prepared By: PXA0
Checked By: RWW0

(This page must be recorded with document)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

SUISUN RANCHO

ROCKVILLE ROAD

ROAD

BASIS OF BEARINGS:

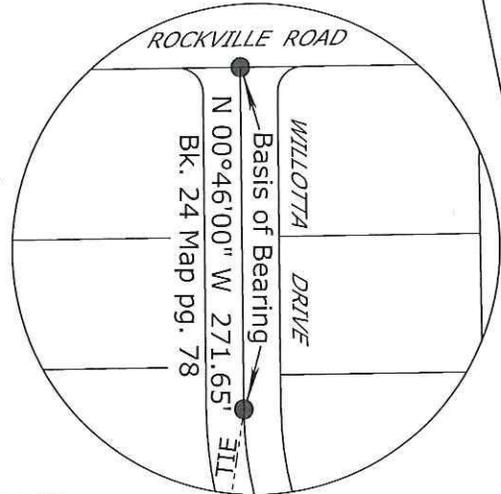
The bearings used are based on a survey made by Grantee in February 2016. The basis of bearings used is based on a course according to the Record of Survey Map filed November 20, 1969 in Book 24 of Maps at page 78, Solano County Records, that has a bearing of North 00°46'00" West and a distance of 271.65 feet.

LINE TABLE

LINE	BEARING	DISTANCE
Strip 1	S 09°05'23" W	377.80'
Strip 1 (cont.)	S 33°11'40" E	58.43'
Strip 2	N 33°11'40" W	45.52'
TIE	S 00°52'27" W	2049.29'

Rockville Road
APN: 0027-200-020

See Detail 'A'



Detail 'A'
N.T.S.

William C. Robbins
APN: 0027-251-100

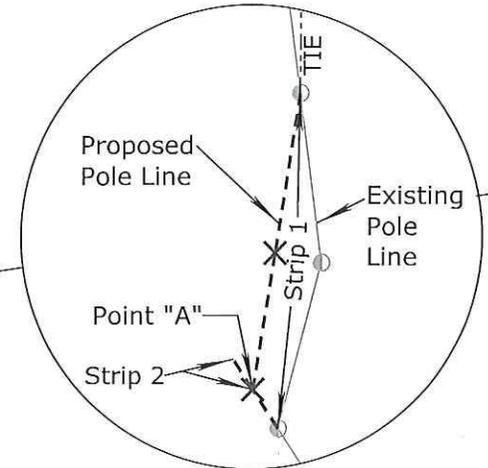
See Detail 'B'

SOLANO COUNTY JUNIOR COLLEGE DISTRICT

Solano Cnty. Jr. College Distr.
APN: 0027-242-110

APN: 0027-242-120
Bk. 1462 O.R. pg. 534
Dated July 11, 1967
Solano County Records

BK. 10 R.S. PG. 62



Detail 'B'
N.T.S.

Roman Catholic Bishop of Sacto
APN: 0027-350-110

INTERSTATE 80

UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG BOUNDARIES OR LINES

LEGEND:

- Found Brass Pin Street Monument Per Book 24 of Maps Page 78 Filed for Record November 20, 1969, Solano County Records
- PG&E 30' Wide Elec. Esmnt. (Strip 1)
- PG&E 10' Wide Anchor Esmnt. (Strip 2)
- Existing Pole
- × Proposed Electric Pole

Applicant:

Pacific Gas & Electric Company

SCALE
1" = 600'

DATE
02/12/16

SECTION (W 1/2 Sec. 32)	TOWNSHIP (T.05N.)	RANGE (R.02W.)	MERIDIAN (M.D.M.)	COUNTY OF: Solano	CITY OF: Unincorporated
PLAT MAP REFERENCES T-0907				F.B.: DR.BY: PXAO	CH.BY: RWVO
PG&E		Sacramento DIVISION	30996468 AUTHORIZ	L-05-02-32 DRAWING NO.	

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #01 TO
 TPA CONSTRUCTION FOR B100 ACADEMIC SUCCESS
 CENTER AND TUTORING EXPANSION PROJECT,
 RESOLUTION NO. 15/16 - 31**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order No. 01 to TPA Construction for the B100 Academic Success Center and Tutoring Expansion Project in the amount of \$10,488. Because this Change Order exceeds 10% of the value of the construction contract, it is required that the Board of Trustees pass a Resolution to approve the Change Order.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Providing safe school facilities and classrooms.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$10,488 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		May 6, 2016
May 6, 2016		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01
TO TPA CONSTRUCTION**

RESOLUTION NO. 15/16 - 31

WHEREAS, Solano Community College District (the "District") previously competitively bid and awarded contract for work for the B100 Academic Success Center and Tutoring Expansion (the "Project") to TPA Construction;

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the "Change Order");

WHEREAS, the Change Order provides for the work set forth in Exhibit "A;"

WHEREAS, the total cost for the Change Order is \$10,488 and exceeds the limitations set forth in Public Contracts Code Section 20659;

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor;

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles, (1961) 197 Cal.App.2d 685, 694; now therefore be it

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01
TO TPA CONSTRUCTION**

**RESOLUTION NO. 15/16 - 31
(Continuing Page 2)**

RESOLVED that the Governing Board of the Solano Community College District makes the following findings:

1. That the above recitals are true and correct.
2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.
3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District, on May 18, 2016.

MICHAEL A. MARTIN

BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.

SECRETARY

AYES:

NOES:

ABSENT:

ABSTAIN:

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #01 TO
TPA CONSTRUCTION FOR B100 ACADEMIC SUCCESS
CENTER AND TUTORING EXPANSION PROJECT,
RESOLUTION NO. 15/16 - 31**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Library staff have requested additional work be completed to create a new quiet study room adjacent to the ASC and Tutoring Center and to increase the number of electrical outlets in the general library reading room. This Change Order is for this work requested by the District, including installation of new electrical outlets, replacement of selected damaged ceiling tile, removal of wall paper, skim coating and painting walls.

This Resolution affirms that, based on project scope and schedule, it is more costly and time-consuming to bid this additional work to other contractors and it would not produce any advantage to the District.

Revised contract figures are as follows:

Contract Award Amount	\$	85,316.00
Prior Change Orders	\$	0.00
Change Order No. 01	\$	10,488.00
Total Change Orders	\$	10,488.00
Revised Contract Amount	\$	95,804.00

The Board is asked to approve Resolution No. 15/16 -31 Change Order #01 to TPA Construction in the amount of \$10,488.

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

TO: Members of the Governing Board

**SUBJECT: DESIGNATION AND DISPOSAL/DISPOSITION OF
 DISTRICT SURPLUS EQUIPMENT AND PROPERTY,
 RESOLUTION NO. 15/16-32**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

As part of the Furniture, Fixture & Equipment (FF&E) Replacement Project, and in compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 15/16-32 authorizing the donation of miscellaneous equipment and furniture and the disposal of items, which are unsatisfactory for retention and not suitable for school use.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i> CA Ed Code 70902 (b) (6)m 81540	<i>Board Policy:</i> 3320	<i>Estimated Fiscal Impact:</i> N/A
--	---------------------------	-------------------------------------

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

James Buchanan
 Facilities Director

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7154

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
 Superintendent-President

May 6, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
SURPLUS EQUIPMENT AND PROPERTY**

RESOLUTION NO. 15/16-32

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as chairs, tables, student desks, miscellaneous office furniture parts, is unsatisfactory for retention and not suitable for school use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED, This 18th day of May 2016, by the Governing Board of the Solano Community College District.

MICHAEL A. MARTIN
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
 SOLANO COMMUNITY COLLEGE DISTRICT AND
 VACAVILLE CONVALESCENT AND REHAB CENTER,
 VACAVILLE, CALIFORNIA**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY: A renewal clinical experience agreement between Solano Community College District and the Vacaville Convalescent and Rehab Center, located at 585 Nut Tree Court, Vacaville, 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 long-term care, skilled nursing 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 will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of the Vacaville Convalescent and Rehab Center, 585 Nut Tree Court, Vacaville, California.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
---------------------------	---------------------------	--

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

PRESENTER’S NAME
 Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
 4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
 Superintendent-President

Leslie Minor, Ph.D.
VICE PRESIDENT APPROVAL

May 6, 2016
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

May 6, 2016
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *HEALTH CENTER*) located at **585 Nut Tree Road, Vacaville, California 95687**,, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2016.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter 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 *HEALTH CENTER*'s Facility 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 Facility 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 *HEALTH CENTER* 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 *HEALTH CENTER* 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 *HEALTH CENTER* 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 *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HEALTH CENTER*.
- G. Health Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- 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 *HEALTH CENTER*.
 - 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 *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-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 *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* 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. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER's* Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER'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 *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* 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. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* 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. *HEALTH CENTER* 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 *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* 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 HEALTH CENTER

It is expressly agreed and understood by *SCHOOL* and *HEALTH CENTER* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HEALTH CENTER* 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, *HEALTH CENTER* 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. *HEALTH CENTER* 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 *HEALTH CENTER*, 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 *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* 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 *HEALTH CENTER* 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 *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* 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 *HEALTH CENTER*:

Joe Nicoli
Administrator
Vacaville Convalescent and Rehabilitation
585 Nut Tree Court
Vacaville, CA 95687

Telephone: (707) 449-8000
Fax: (707) 449-4166

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707)864-7108
FAX: (707) 646-2062
robert.gabriel@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. *HEALTH CENTER* 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 *HEALTH CENTER*; (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 *HEALTH CENTER*. 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 *HEALTH CENTER* 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.

HEALTH CENTER

SCHOOL

**Vacaville Convalescent and
Rehabilitation Center**

Solano Community College

By: _____

By: _____

Celia Esposito-Noy, Ed.D.

Title: _____

Title: _____

Superintendent/President

Date: _____

Date: _____

**AGREEMENT TO PROVIDE SERVICES
BETWEEN
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement to Provide Services (“Agreement”) is entered into on July 1, 2016 (“Effective Date”) by and between The Regents of the University of California, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of its Willed Body Program (hereinafter collectively referred to as “University”) and Solano County Community College District (“Solano County Community College District”), a corporation, having its principal offices at 4000 Suisun Valley Road, Suisun City, California 94531.

RECITALS

University has experience, capabilities, and expertise in the conduct of its Willed Body Program including, but not limited to, supplies, equipment, material, and labor, and performance of such is consistent with its educational, and research activities. Those services, which are exclusive to Solano County Community College District, will be provided by University, its employees, agents, or contractors, in support of educational, and research activities of Solano County Community College District as required for operations and in compliance with applicable law.

1. Term of Agreement

The Services (defined in Section 2) will be provided during a period beginning on July 1, 2016 and ending on June 30, 2021 (“Term”), unless otherwise terminated as provided herein. In the event that any Allocated Anatomical Materials (defined in Section 3) have an Allocation Period (as set forth in the Anatomical Materials Request Form or defined in Exhibit A) of a greater duration than the Term, the parties hereby agree to amend the Agreement within thirty (30) days of its expiration, unless terminated as provided herein or unless any Solano County Community College District facility is not entitled to receive Anatomical Materials (defined in Section 2).

2. Scope of Services

The types of services, frequency, and scope to be provided by University Solano County Community College District under this Agreement are set forth in Exhibit A (“Services”). Solano County Community College District will notify University of any and all operational changes that would potentially affect the Services. However, the Services are based upon availability and the parties agree that, due to availability constraints, the University may not be able to fulfill the number of cadavers or specimens thereof (“Anatomical Materials”), as requested by Solano County Community College District.

3. Reassignment

Anatomical Materials, which Solano County Community College District receives from the University, (Allocated Anatomical Materials) shall not be reassigned, transferred, or otherwise given to any third parties without prior written consent of the University.

4. Payment

Allocation Fees for Anatomical Materials are set forth in Exhibit A. University will present appropriate invoices to Solano County Community College District by the last day of the calendar month for actual and estimated services rendered in that month. Payment for services

must be made by the 30th of each month, based on Services rendered during the previous calendar month. Estimations, when appropriate, will be made for billing purposes, with any reconciling occurring at least quarterly and before June 30th of each year.

Payments will be made through the agreed upon transfer mechanism between University and Solano County Community College District with clear identification made by Solano County Community College District of payment for these services. Checks to University shall be made payable to "**U C Regents**," and shall be mailed with a copy of the invoice to:

UCSF Controller's Office
Accounts Payable, Box 0812
1855 Folsom St., Suite 425
San Francisco, CA 94143-0812

To insure prompt payment, invoices must match to the Agreement. Services provided under this Agreement do not conform to California usage tax (non-taxable). The parties agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies.

5. Ownership

University solely owns all Allocated Anatomical Materials. University relinquishes no ownership rights in any Anatomical Materials, which University provides Solano County Community College District. Solano County Community College District shall conform to all stipulations set forth in this agreement and the Anatomical Material Request Form in the acquisition, storage, use and return of all Allocated Anatomical Materials

6. Confidentiality

Solano County Community College District and its directors, officers, employees, students, agents, or contractors ("Solano County Community College District Personnel"), who use, who are exposed to the Solano County Community College District's Allocated Anatomical Materials, or who otherwise have knowledge of Solano County Community College District's Allocated Anatomical Materials, shall not reveal any information about such Allocated Anatomical Materials to any third parties. In the event that a third party inquires about such Allocated Anatomical Materials, such Solano County Community College District Personnel shall refer all inquiries to the UNIVERSITY. Further, Solano County Community College District Personnel shall not disclose any medical history or identifiable personal information of any Allocated Anatomical Materials to any third parties.

7. Indemnification

To the fullest extent permitted by law, Solano County Community College District shall indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, or claims for injury or damages arising out of or in any way connected with the performance of this Agreement. Solano County Community College District shall also immediately defend University at Solano County Community College District's own expense (including all attorneys' fees, expert fees, and litigation costs) in any such suit, claim or action asserted against University, and University will maintain control of the defense of any such suit, claim or action. Solano County Community College District's indemnity, hold harmless and defense obligations shall apply to any acts or omissions, negligent conduct, or willful or intentional misconduct, whether active or passive on the part of Solano County Community College District or University, except that such obligations will not be applicable to any liability, loss, expense or claim for injury arising from the sole negligence or willful misconduct of University, its officers, employees and agents.

8. Insurance

For the term of this Agreement or of any subsequent amendment hereto, each party agrees to effect and maintain adequate commercial general liability insurance or equivalent program of self-insurance for the Term with limits as follows: (1) Each Occurrence: \$2,000,000; (2) Products/Completed Operations Aggregate: \$5,000,000; Personal and Advertising Injury: \$1,000,000; and General Aggregate: \$5,000,000.

Also, in the event that either party has its employees deliver or retrieve Allocated Anatomical Materials by vehicle during the term of this Agreement or of any subsequent amendment hereto, the party whose employees are performing such tasks shall also maintain adequate business automobile liability insurance or equivalent program of self-insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

Finally, each party agrees to maintain Workers' Compensation Insurance or self-insurance as required under California State Law during the term of this Agreement or of any subsequent amendment hereto.

If the above insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement or of any amendment hereto. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

It is expressly understood, however, that the coverages set forth herein shall not in any way limit the liability of any party. Each party further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the other party against other insurable hazards relating to performance.

The University must be named as an additional insured on the Solano County Community College District's policies of commercial insurance or self-insurance and must be in receipt of Solano County Community College District's Additional Insured Endorsement(s). Copies of Solano County Community College District's insurance certificates and endorsements are to be provided at the election of the University through the UC Tracker web-based certificate tracking system, or mailed to:

To University:
Andrew Corson
Department of Anatomy, Box 0902
School of Medicine, AC-14
San Francisco, CA 94143

Solano County Community College District agrees that although an Agreement may have been provided it does not guarantee service will be obtained from the University until such time as the University is in receipt of the Solano County Community College District's Certificate(s) of Insurance Additional Insured Endorsement(s), all of which comply with the above requirements. It is also understood and agreed that if the University has not received the required documents within ten (10) business days after the execution of this Agreement, the University may terminate the Agreement and seek any and all of the legal remedies available to it.

9. Inspections

Solano County Community College District agrees that any premises, which store any Allocated Anatomical Materials or where any Allocated Materials are used, shall have open and unfettered ingress and egress to University staff to inspect such premises routinely during regular business hours. Any such premises that do not meet the standards of the University will be given reasonable time to come into compliance with the University standards, but should any such premises fail to comply, such non-compliant premises must immediately permit retrieval of all Allocated Anatomical Materials stored there. Any such non-compliant premises shall not be entitled to receive any further Allocated Anatomical Materials until such non-compliant premises have corrected any deficiencies to the sole satisfaction of University staff.

10. Retrieval

By the end of an Allocation Period (defined in the Anatomical Material Request Form), by the expiration of this Agreement or any subsequent amendment hereto, or by the termination of this Agreement or any subsequent amendment hereto, whichever is sooner, Solano County Community College District agrees to make any remaining Allocated Anatomical Materials, which are still under its control by any one of those dates, available for University or its agent or contractor to take possession of and remove, unless University requests an alternate disposal in writing. To accommodate University or its agent or contractor in taking possession of and removing any Allocated Anatomical Materials, Solano County Community College District shall have the Allocated Anatomical Materials stored in a University-approved premises; Solano County Community College District hereby grants University or its agent or contractor ingress and egress to any Solano County Community College District premise where the Allocated Anatomical Materials are stored; and Solano County Community College District shall not interfere with University or its agent or contractor in taking possession of and removing any Allocated Anatomical Materials.

11. Interruption of Service

University shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, availability constraints as referenced in Section 2 above, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of University shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, University's obligations hereunder shall resume. In the event the interruption of University's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

12. Termination

Either party may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice to the other party. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default with thirty (30) days after written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice of termination with an immediate effect to the defaulting party. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. This Agreement may be terminated at any time by mutual written agreement between the parties.

13. Notice

Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the other by personal service or by deposit in the U.S. mail, postage prepaid, addressed to the parties as follows:

To University:
Andrew Corson
Department of Anatomy, Box 0902
School of Medicine, AC-14
San Francisco, CA 94143

To Solano County Community College District:
Attention: Biology Department
John Yu, PhD, Dean of Math & Sciences
4000 Suisun Valley Road
Suisun City, California 94531

14. Public Records

The parties acknowledge that University is a California constitutional corporation subject to California Government Code 6250, *et seq.* also known as the California Public Records Act (“Act”) and that all records and files of University except those that may be excepted by the Act are available to any member of the public who makes a request pursuant to the Act.

15. Use of Name

Solano County Community College District shall not use the name of the University or its employees or consultants in any advertisement, press release or other publicity without the prior written approval of the University, except to the extent otherwise required by law. Solano County Community College District understands that California Education Code Section 92000 provides that the name “University of California” is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. The Chancellor or his designee may grant such permission.

16. Assignment

Solano County Community College District shall not assign or transfer any interest in this Agreement. Any attempted assignment in violation of this section shall be void and of no effect.

17. Independent Contractor

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

18. Authority to Enter into Agreement

Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement does not conflict with any order, law, rule or regulation or any agreement or understanding by which such party is bound.

19. Entire Agreement; Modification

This Agreement, with its attachments, constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any other written or oral understanding of the parties respecting the subject matter hereof. This Agreement may not be modified except by written instrument executed by duly authorized representatives of both parties.

20. Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. The failure of either party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.

21. Section Headings

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Exhibits

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

23. Governing Law

California law shall govern the interpretation and enforcement of this Agreement, notwithstanding any conflicts of laws principles to the contrary. Any litigation or other mutually agreed-upon dispute resolution between the parties shall take place in San Francisco County, California. Each party waives any objection to personal jurisdiction or venue in any forum located in that County.

24. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement. It is further agreed that if either party is prohibited by law from performing any term and/or condition of this Agreement, the affected party's performance shall be deemed excused with respect to that specific term and/or condition. However, the affected party shall be obligated to perform any and all other terms and/or conditions not prohibited by law. In performance of the Services under this Agreement, each party shall comply with all applicable federal, state and local laws, codes, regulations, rules, and orders pertaining to such activities.

25. Survival

The obligations of Sections 3-8, 10, 15, and 19-24 shall survive termination or expiration of this Agreement.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Agreement to be signed by its duly authorized officer as of the day and year written below.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**SOLANO COUNTY COMMUNITY COLLEGE
DISTRICT**

Signature

Signature

Printed Name

Celia Esposito-Noy, Ed.D.

Title

Superintendent-President

Date

Date

EXHIBIT A

SCOPE OF SERVICES

This Exhibit A supplements and is made part of the Agreement to Provide Services effective July 1, 2016 ("Agreement"), which has been entered into by and between the Regents of the University of California, a California Constitutional corporation, acting for and on behalf of the University of California, San Francisco campus and its Department of Anatomy ("University"), and Solano County Community College District, having its principal offices at 4000 Suisun Valley Road, Suisun City, California 94531 ("Solano County Community College District"). Any established terms not defined herein take their meaning from the term as it is established in the Agreement.

1. Infectious Disease Testing

University will test Anatomical Materials, which Solano County Community College District requests, for HIV, Hepatitis B, and Hepatitis C. Anatomical Materials that do not receive negative results on these tests will not be allocated, unless a duly authorized representative of Solano County Community College District requests in writing the delivery of Anatomical Materials that have not had negative results. In order to have such request fulfilled by University, Solano County Community College District hereby agrees to indemnify, defend, and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, or claims for injury or damages arising out of or in any way connected with Solano County Community College District's possession or use of such Allocated Anatomical Materials.

2. Delivery and Retrieval

University shall deliver and retrieve or have delivered or retrieved any Anatomical Materials provided under this Agreement to Solano County Community College District.

3. Schedule of Charges for and related to Allocated Anatomical Materials

Solano County Community College District agrees to pay University in accordance with the fees and charges for Allocated Anatomical Materials and services provided of the categories below. Prices shall be provided separately and are subject to change without notice:

- a. One cadaver: a one-time, per-cadaver fee for the Allocation Period (defined below) and which includes a standard white body bag (an "Allocation Fee");
- b. One heavy gauge, reusable body bag, which may be used in place of the standard white body bag. The Allocation Fee under 3.a does not include this type of bag;
- c. Specimens, the fee that is in effect when the request is made (an "Allocation Fee"); and
- d. University's full and actual delivery and retrieval costs for delivery and retrieval of the Allocated Anatomical Materials.

4. Marking; Storage

- a. All Allocated Anatomical Materials must be clearly marked with the University Case Number.
- b. Any Allocated Anatomical Materials that cannot be related to a specific case number must be immediately made available to University or its agents or contractors as provided in the Notice section of this agreement or as otherwise agreed in writing.
- c. No Allocated Anatomical Materials shall be stored in a "red bag" at any time.

5. Allocation Periods

- a. Fresh Anatomical Materials are allocated for thirty (30) days.
- b. Fresh, frozen Anatomical Materials are allocated for one (1) year.
- c. Embalmed Anatomical Materials are allocated for three (3) years.

Solano County Community College District may request an extension of an Allocation Period, but such request must be requested in writing and can only be approved by the University's Anatomical Material Review Committee.

2014-15 Rate List

Material Description	Code	Internal Rate	External Industry Rate*
Whole Cadaver (Embalmed)	WC-EM	\$2,500	\$3,150
Whole Cadaver (Unembalmed)	WC-UN	\$2,500	\$3,150
Whole Cadaver, EM, Brain Removed	WC-EMBR	\$2,250	\$2,835
Whole Cadaver, UN, Brain Removed	WC-UNBR	\$2,250	\$2,835
Whole Skeleton	WC-SKEL	\$3,000	\$3,780
Head/Cephalus	C-HD	\$800	\$1,008
Hemisected Head (per half)	C-RHH, C-LHH	\$500	\$630
Skull	C-BS	\$760	\$958
Cephalus with Cervical Spine	C-CS	\$880	\$1,109
Cephalus with C & T Spine	C-CTS	\$980	\$1,235
Occipit with C Spine	C-OC	\$600	\$756
Calvaria	C-BC	\$200	\$252
Temporal Bone	C-BTF, C-BTL	\$330	\$416
Whole Brain	C-WB	\$500	\$630
Half Brain	C-HBR, C-HBL	\$380	\$479
Mandible	C-BMR	\$250	\$315
Maxilla	C-BML	\$300	\$378
Cephalus Tissue	C-T (specify)	\$130	\$164
Torso - Whole	T-W	\$1,730	\$2,180
Torso with Limbs	T-WL	\$2,250	\$2,835
Torso with Shoulders	T-WSH	\$1,750	\$2,205
Torso with Cephalus	T-WHD	\$1,880	\$2,369
Torso with Cephalus/Shoulders	T-HDSH	\$2,000	\$2,520
Torso with Cephalus/Upper Limbs	T-HDWUL	\$2,150	\$2,709
Cephalus/Thorax/Shoulders	T-CTSH	\$1,750	\$2,205
Cephalus/Thorax/Upper Limbs	T-CTUL	\$1,940	\$2,444
Torso with Upper Limbs	T-UL	\$1,750	\$2,205
Torso with Lower Limbs	T-LL	\$1,750	\$2,205
Torso with Knees	T-LLK	\$1,750	\$2,205
Spine - Whole	T-SW	\$830	\$1,046
Spinal Cord	T-SCD	\$850	\$1,071
Cervical Spine	T-SCV	\$730	\$920
Thoracic Spine	T-STH	\$730	\$920
Cervico-Thoracic Spine	T-SCT	\$750	\$945

Cervico-Thoracic-Lumbar Spine	T-SCTL	\$800	\$1,008
Thoracic-Lumbar Spine	T-STL	\$750	\$945
Thoracic-Lumbar-Sacral Spine	T-STLS	\$800	\$1,008
Lumbar Spine	T-SLU	\$730	\$920
Lumbar-Sacral Spine	T-SLS	\$750	\$945
Sacral Spine	T-SS	\$730	\$920
Abdomino-pelvis	T-ABD	\$630	\$794
Thorax	T-TRX	\$630	\$794
Pelvis	T-PW	\$630	\$794
Hemi-pelvis (per half)	T-PHR, T-PHL	\$480	\$605
Pelvis with Lumbar Spine	T-PLS	\$750	\$945
Pelvis with Full Lower Limbs	T-PLL	\$1,250	\$1,575
Pelvis with Limbs at Mid-Femur	T-PLLMF	\$1,000	\$1,260
Pelvis with Limbs at Mid-Tibia	T-PLLMT	\$1,130	\$1,424
Organ (individual or paired)	T-ORG	\$250	\$315
Torso-Tissue	T-T (specify)	\$130	\$164
Lower Limb with Hemi-Pelvis	LL-HPR, LL-HPL	\$630	\$794
Lower Limb with Full Femur	LL-WR, LL-WL	\$550	\$693
Lower Limb Mid Femur	LL-MR, LL-ML	\$500	\$630
Knee	LL-KR, LL-KL	\$400	\$504
Lower Limb Tibia to Foot	LL-TFR, LL-TFL	\$475	\$599
Foot	LL-FR, LL-FL	\$330	\$416
Femur	LL-BFMR, LL-BFML	\$380	\$479
Tibia	LL-BTF, LL-BTL	\$330	\$416
Fibula	LL-BFR, LL-BFL	\$330	\$416
Tissue	LL-T (specify)	\$130	\$164
Upper Limb with Shoulder	UL-WR, UL-WL	\$630	\$794
Upper Limb with Full Humerus	UL-HRF, UL-HLF	\$600	\$756
Upper Limb Mid Humerus	UL-MR, UL-ML	\$500	\$630
Shoulder	UL-SR, UL-SL	\$500	\$630
Forearm	UL-FR, UL-FL	\$380	\$479
Hand	UL-HR, UL-HL	\$350	\$441
Elbow	UL-ER, UL-EL	\$380	\$479
Humerus	UL-BHR, UL-BHL	\$380	\$479
Ulna	UL-BUR, UL-BUL	\$285	\$359
Radius	UL-BRR, UL-BRL	\$285	\$359
Tissue (single specimen)	UL-T (specify)	\$130	\$164

*Includes 26% Facilities and Administration Rate

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

TO: **Members of the Governing Board**

SUBJECT: **INTEGRATED TESTING PROGRAM WITH NCLEX-RN
REVIEW COURSE AGREEMENT BETWEEN THE
SOLANO COMMUNITY COLLEGE DISTRICT AND
KAPLAN, INC.**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

An Integrated Testing Program with NCLEX-RN Review Course (Participant Pay Arrangement) Agreement between the Solano Community College (SCC) District and Kaplan, Inc., located at 750 Third Avenue, 8th Floor, New York, NY 10017, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the students in the Associate in Science Degree in Registered Nursing Program at SCC via the provision of programs to evaluate the nursing knowledge of the students and to enable them to prepare for the NCLEX-RN examination upon graduation from the Program. The Agreement identifies the Program Elements and Course Elements provided to the students during and subsequent to the Program.

A copy of this Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Division Counsel, Kaplan, Inc., 750 Third Avenue, 8th Floor, New York, NY 10017.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	3520	<i>Estimated Fiscal Impact: \$NONE</i>
------------------	----------------------	------	--

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert Gabriel, Ph.D., Dean, School of Health
Sciences

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.

VICE PRESIDENT APPROVAL

April 22, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 22, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Integrated Testing Program with NCLEX-RN® Review Course Agreement

Participant Pay Arrangement

This agreement (the "Agreement") is entered into as of the 4th day of May, 2016 ("**Effective Date**") by and between Kaplan Test Prep, a division of Kaplan, Inc., ("**Kaplan,**") and Solano Community College ("**SCHOOL**") with its principal office at 4000 Suisun Valley Road, Fairfield, CA 94534 (each, a "**Party**" and collectively, "**Parties**").

WHEREAS Kaplan has developed programs to evaluate the nursing knowledge of Participants in an undergraduate program leading to RN licensure and to prepare Participants for the NCLEX-RN® examination; and

WHEREAS, SCHOOL desires to provide Kaplan's programs to SCHOOL's nursing Participants;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

- a. "**Service**" means the Integrated Testing Program (the "**IT Program**") combined with the NCLEX-RN® Review Course (the "**NCLEX-RN Course**").
- b. The IT Program includes the following, each of which is a "**Program Element**":
 - i. **Admission Test** means an online admission test, designed exclusively for nursing school candidates and comprised of reading, writing, math (for nursing), and science sections.
 - ii. **Study Skills Workshops** means online workshops that teach study skills such as time management and note taking.
 - iii. **Drug Dosage and Calculation Workshop** means an online workshop teaching basic math, ratio/proportions and dimensional analysis needed to effectively calculate drug dosage.
 - iv. **Secured Benchmark Tests** means online, end-of course, subject matter specific tests that have been normed to a national average so that Participants and faculty can see how they compare to other Participants nationwide across a variety of measures. Every question comes with rationales and remediation text.
 - v. **Focused Review Tests** means online practice tests, typically used for homework assignments. Each question comes with rationales and remediation text.
 - vi. **Case Study Modules** means online clinical case studies that require Participants to take a patient through the entire nursing process: Chart Assessment, Physical Assessment, Diagnosis, Planning/Implementation, and Evaluation.
 - vii. **Skills Modules** means online modules that provide didactic training, video instruction, and quizzes to enforce key skills such as intradermal medication administration, temperature, and venipuncture.
 - viii. **Nursing School Basics** means comprehensive but concise reviews of basic nursing content with easy-to-understand outlines, tables, and graphs. *Nursing School Basics* is available in digital and hard copy formats.

- ix. **Nursing Assessment Test** means an end-of-program test that evaluates Participants' mastery of the content areas taught in a basic nursing curriculum.
 - x. **Predictive Tests 1 and 2** means end-of-program tests that predict Participant success on the NCLEX-RN exam.
- c. The NCLEX-RN Course includes the following, each of which is a “**Course Element**”:
- i. **NCLEX-RN® Review Course** means NCLEX-RN review instruction provided by Kaplan Faculty either in an in-person, classroom format (“**Live NCLEX-RN® Review Course**”) or in a real-time, live online format by Kaplan Faculty with online moderators to guide question and answer flow (“**Live Online NCLEX-RN® Review Course**”).
 - ii. **NCLEX-RN® Qbank** means an online, practice test tool that allows Participants to choose from exam style questions to create customized practice tests based on test plan areas.
 - iii. **Question Trainer Tests** means online practice tests with individualized feedback that increase in length and difficulty made up of one thousand (1,000) questions in total.
 - iv. **Content Review for the NCLEX-RN®** means a review of nursing content organized by the categories used in the NCLEX-RN® exam. *Content Review for the NCLEX-RN®* is available in digital and hard copy formats.
 - v. **Online NCLEX Study Center** means online videos consisting of 1) content review for the NCLEX-RN® and 2) Review of the same questions taught in the Live or Live Online class.
 - vi. **Readiness Test** means a test that determines Participants' readiness to take the NCLEX-RN® exam.
- d. **Administrator Website** means a web-based service through which SCHOOL can obtain data and reports from Kaplan's systems relating to their Participants progress and performance in the Service. Reporting data include: percent correct, percentile by category, answer change analysis, time per question and level of question difficulty by system, school, cohort and individual Participant.
- e. **Kaplan Faculty** means part-time Kaplan employees trained to teach the Kaplan NCLEX-RN® Review Course.
- f. **Kaplan Materials** means all Kaplan books, videos, online question banks (qbanks), tests, quizzes, questions and other Kaplan content, in electronic and hard copy formats, used in the Service.
- g. **Kaplan Nursing Consultant** means a full-time Kaplan employee with nurse educator background who consults with SCHOOL faculty and administrators to maximize effectiveness of the service. Kaplan Nursing Consultant may train nursing faculty on the use of IT Program and Course Elements, review, analyze and make recommendations based on data reports generated from Kaplan's online systems, and advise SCHOOL on how to integrate the Service into SCHOOL's curriculum.
- h. **Kaplan Online Assets** means Kaplan Materials that are accessed via the internet. Kaplan Online Assets are stored on Kaplan's technology system (“**Kaplan Systems**”).
- i. **Kaplan Account Manager** means full-time Kaplan employee who provides administrative support to SCHOOL for roster submission, test administration, invoicing and payment, and related issues.
- j. **Participants** means any nursing Participant identified to Kaplan by SCHOOL in an Initial Roster or Updated Roster (defined below).

2. KAPLAN OBLIGATIONS

- a. Deliver the NCLEX –RN Review Course to Participants.
 - i. If School has submitted twenty (20) or more participants on a Roster per scheduled Course to Kaplan, Kaplan will deliver the classroom component of the NCLEX –RN Review Course to Participants Live, On Site (In-Person).
 - ii. If there are fewer than twenty (20) Participants submitted on a Roster, SCHOOL’s Participants may join an existing Live Online NCLEX-PN® Review Course.
- b. Provide training on the Service to SCHOOL faculty. The Kaplan Nursing Consultant shall provide on-site training at a mutually agreed upon time. At SCHOOL’s request, Kaplan will reasonably schedule supplemental consultations and additional faculty training.
- c. Provide an orientation to Participants.
- d. Assign a Kaplan Account Manager to SCHOOL.
- e. Customize Kaplan’s standardized end-of-course exams to SCHOOL’S curriculum. SCHOOL must submit a customization request in writing via email to Kaplan Nursing at least 12 weeks prior to the start of the Academic Term for which the customized test is needed (“**Customization Request**”). Customization Requests must provide all information reasonable requested by Kaplan. Customizations are limited to one per test.
- f. Provide Participants license and login credentials to Kaplan Online Assets. Participant access to Kaplan Systems is personal to Participant and Participant may not share login credentials to Kaplan Systems with any other person.
- g. Provide SCHOOL a limited number of licenses and login credential to Kaplan Online Assets. SCHOOL may use Kaplan Materials as teaching aids however SCHOOL may not copy, otherwise reproduce, modify or alter Kaplan Materials without the prior, written consent of Kaplan. SCHOOL may not share login credentials to Kaplan Systems with any Participant or any person not a faculty member or administrator at SCHOOL.
- h. Provide SCHOOL license and login credentials to the Administrator Website. SCHOOL may not share login credentials to the Administrator Website with any Participant or any person not a faculty member or administrator at SCHOOL.
- i. Kaplan may modify, enhance or change Service and any aspect of the Service, Program Element or Course Element at its sole discretion during the term (collectively, “**Enhancements**”), however Kaplan will make reasonable efforts to give advance notice of any Modifications and in no event will an Enhancement materially degrade the Service. Kaplan shall in its discretion assign the Kaplan NCLEX Faculty, Kaplan Nursing Consultant(s) and Kaplan Account Manager(s) used in providing the Service to SCHOOL.
- j. Nursing School Basics and Content Review for the NCLEX-RN® shall be provided in digital formats. Participants may purchase hard-copy versions of Nursing School Basics and Content Review for the NCLEX-RN®.

3. SCHOOL OBLIGATIONS

- a. Standard start dates for SCHOOL’s academic terms (“**Academic Terms**”) are:

January 1, August 1
- b. SCHOOL shall provide Kaplan with an initial roster of Participants (“**Initial Roster**”) for each group of Participants who are scheduled to graduate at the same time (“**Cohort**”). Unless otherwise agreed by the Parties, the Initial Roster must be provided not later than 30 days after the start of the Academic Term to which the Roster applies, which shall be referred to as the

“Deadline.” SCHOOL may add or remove Participants from an Initial Roster by written notification to the Kaplan Account Manager on or before the Deadline. On the day following the Deadline, the Initial Roster shall become an **“Official Roster.”**

- c. The first Academic Term for which SCHOOL will provide Initial Rosters will be September 2016,
- d. For each subsequent Academic Term, SCHOOL shall provide Kaplan updated rosters for each existing Cohort (**“Updated Rosters”**) that will reflect any adds or drops to that Cohort. SCHOOL must also provide Initial Rosters for any new Cohorts (e.g., group of Participants beginning their studies with SCHOOL). Updated Rosters and Initial Rosters must be provided by the Deadline, following which such Rosters shall become Official Rosters. All Initial Roster and Updated Rosters must include all Participants in the Cohort.
- e. Initial Rosters and the Updated Rosters shall provide all information reasonably required by Kaplan, including: Participant first name, last name, email address, and anticipated graduation date. A sample Roster form is attached as **Exhibit A**.
- f. Each SCHOOL Participant on Official Roster shall pay a **Tuition Fee**. Tuition Fees are set forth in the attached **Exhibit B**. For the avoidance of doubt, if a Participant is studying for more than one Academic Term, SCHOOL Participants will pay more than one Tuition Fee for each Academic Term.
 - i. Notwithstanding the foregoing, once SCHOOL Participant has paid the **Anticipated Fees**, SCHOOL Participant shall have no further obligation to pay Tuition Fees so long as that Participant is registered at SCHOOL and identified on the applicable Official Roster as Fully Paid. Anticipated Fees are the total Tuition Fees that SCHOOL Participant will pay, under the relevant pricing terms set forth in Exhibit B, for each Participant in a Cohort from the Cohort’s start of the IT Program to the Cohort’s scheduled graduation from SCHOOL. Thus, if a Participant studies for a Term longer than other Participants in that Cohort, SCHOOL Participant shall not pay additional fees (i.e., in addition to the Anticipated Fees) for the remaining Term(s) if the SCHOOL has appropriately identified the Participant as Fully Paid.
- g. If after the Deadline has passed SCHOOL adds one or more Participants or an entirely new cohort for that Academic Term, SCHOOL Participants shall pay the same Tuition Fee as if the Participant had been added prior to the Deadline.
- h. If SCHOOL does not timely provide any Roster by the Deadline, Kaplan shall invoice SCHOOL Participants based on the best information available to Kaplan at that time (**“Forecasted Term”**). SCHOOL Participants will remain obligated to pay Tuition Fees during the Forecasted Term, with the exception of Participants who dropped prior to the relevant Deadline, and SCHOOL must provide Kaplan the dates of all adds and drops.
- i. SCHOOL Participants shall pay Kaplan the full invoiced amount in U.S. dollars within 30 days of the date of the Kaplan invoice. SCHOOL Participants shall pay Kaplan via electronic transfer pursuant to directions provided by Kaplan. Delinquent payments are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection.
- j. SCHOOL shall designate a person to serve as Kaplan’s principal contact at SCHOOL.
- k. SCHOOL shall administer Secured Benchmark Tests in a secure, proctored setting and SCHOOL shall take all reasonable precautions to prevent cheating on any Kaplan tests. SCHOOL acknowledges that Secured Benchmark Tests are normed and that cheating by Participants at SCHOOL impairs a valuable asset of Kaplan.

- l. SCHOOL shall provide a classroom(s) at SCHOOL free of charge upon a schedule mutually agreed upon by the Parties for all Elements designed to be delivered on-site or in a classroom.
- m. SCHOOL will mutually determine NCLEX review course dates at least 90 days in advance of expected delivery with the Kaplan Account Manager.
- n. SCHOOL shall ensure that all SCHOOL faculty who use SERVICES participate in training provided by the Kaplan Nursing Consultant.
- o. SCHOOL shall require all Participants to attend or watch Service orientations provided by Kaplan.

4. INTELLECTUAL PROPERTY

- a. SCHOOL acknowledges that Program Elements, Course Elements, Kaplan Materials, Kaplan Online Assets, Kaplan Systems and all intellectual property rights thereto (collectively, **Kaplan IP**) are and shall remain the sole and exclusive property of Kaplan and its licensors. If requested by Kaplan, SCHOOL shall execute whatever documents may reasonably be required to confirm the ownership rights of Kaplan IP. SCHOOL agrees that SCHOOL, its officers, employees and agents will not make any copies of or otherwise reproduce Kaplan IP without the prior, written consent of Kaplan.
- b. SCHOOL shall use best efforts to prevent Participants from copying, reproducing or otherwise infringing Kaplan IP. SCHOOL shall promptly notify Kaplan if it becomes aware of any possible infringement of Kaplan's ownership rights in and to the Kaplan IP and SCHOOL shall cooperate with Kaplan in good faith in taking whatever legal or other action may be appropriate under the circumstances in the event of a possible infringement.
- c. SCHOOL shall not use Kaplan's logo and any other Kaplan trademark without the prior, written consent of Kaplan except as otherwise agreed herein.

5. CONFIDENTIALITY

- a. The Parties shall hold in confidence, and shall not disclose to any person outside its organization, Confidential Information of the other Party. The receiving Party shall use such Confidential Information only for the purpose of performing its obligations under this Agreement, and shall not use or exploit such Confidential Information for its own benefit or the benefit of any other Party without the prior written consent of the disclosing Party. The term "**Confidential Information**" means information that a Party has designated as confidential to the other Party as well as any and all information relating to the research, development, products, pricing, methods of manufacture, trade secrets, business plans, customers, finances, and personnel data related to the business or affairs of the Parties. The term Confidential Information does not include any information (a) which either Party knew before it was disclosed by the disclosing Party; (b) which has become publicly known through no wrongful act of either Party; (c) which was developed independently by either Party; or (iv) which was disclosed to the receiving Party by someone with no duty of confidentiality to the disclosing Party.
- b. Except as otherwise set forth herein, neither of the parties will issue any press release(s) or make any public announcement(s) relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the express prior written consent of the other Party. For the purposes of this Agreement, discussions with potential Participants in the normal course of business as contemplated by this Agreement shall not constitute a public announcement or press release.

6. REPRESENTATION , WARRANTIES & INDEMNITIES

- a. Kaplan warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; (c) to the best of its knowledge, no Kaplan IP infringes any personal, intellectual property or other

rights of any third party. Kaplan agrees to indemnify and hold harmless SCHOOL and its trustees officers, employees and agents from and against all third party claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of Kaplan's breach of this Agreement, any breach of Kaplan's representations and warranties herein, or any claims resulting from or arising out of the infringement of any third party intellectual property rights by Kaplan Materials.

- b. SCHOOL warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; and (c) in performing its obligations hereunder, it will comply with all laws, rules and regulations of all governmental bodies having jurisdiction thereof. SCHOOL agrees to indemnify and hold harmless Kaplan and its subsidiaries, affiliates, directors, shareholders, officers, employees and agents from and against all third party claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of SCHOOL's breach of this Agreement, any breach of its representations and warranties herein, any claims arising from data SCHOOL provides to Kaplan, and any claims resulting or arising out of or related to any injuries, damages or any other actions or claims, whether in contract, tort or any other theory of recovery, due to its negligence or malfeasance in operating, maintaining, servicing or otherwise controlling or owning the premises on or off-campus where the Service is provided.

7. TERM AND TERMINATION

- a. The term of this Agreement shall begin on the Effective Date and initially continue for two consecutive years ("**Contract Term**"). Sixty days prior to the end of the initial Contract Term and any subsequent Contract Term, Kaplan shall notify SCHOOL of any changes in terms ("**Terms Change Notice**"). Unless either Party sends the other Party written notice of termination within 30 days prior to the end of the applicable Contract Term, the Agreement shall automatically renew at the end of the applicable Contract Term for an additional two year period any terms in the Terms Change Notice shall automatically become part of this Agreement and shall control in the event of any conflict between them and any other provisions of the Agreement.
- b. If either Party terminates the Agreement under section 7(a) during an Academic Term, both Parties shall fulfill their obligations under this Agreement, including SCHOOL's payment obligations, for the remainder of that Academic Term.
- c. If either Party (i) fails to make any payment of money to the other Party when due hereunder or (ii) materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching Party (except for a failure to pay monies owed, in which case such period shall be ten (10) days), then the non-breaching Party may, in addition to whatever remedies it may have at law or otherwise arising out of such breach, elect to terminate this Agreement, in whole or in part, in which event the non-breaching Party shall be entitled to cease performance of the terminated portion of the Agreement and all amounts owed hereunder shall become immediately due and payable.
- d. Upon termination of this Agreement, SCHOOL shall, at its sole expense, deliver to Kaplan all of the Kaplan Materials then in its possession or control and shall cease to make any of the Program Elements, Course Elements, Kaplan Materials, or Kaplan Online Assets available to Participants, SCHOOL Participants or any other persons. For termination under section 7(a) or 7(b), SCHOOL must take all action described in the preceding sentence by the end of the Academic Term in which the termination became effective; whereas for termination under 7(c), SCHOOL must take all such actions within 10 days of termination.
- e. During any Contract Term, SCHOOL shall not enter into any other contract, except as agreed in writing by Kaplan, for services similar to the Service.

8. **GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law provisions. Both Parties consent to the exclusive jurisdiction of the federal and state courts of New York, New York.
9. **LIMITATION OF LIABILITY:** EXCEPT FOR LIABILITY ARISING AS A RESULT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF KAPLAN, IN NO EVENT SHALL KAPLAN BE LIABLE TO SCHOOL FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT KAPLAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL KAPLAN'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO KAPLAN BY SCHOOL HEREUNDER.
10. **DISCLAIMER OF WARRANTIES:** EXCEPT AS SPECIFIED IN THIS AGREEMENT, KAPLAN MAKES NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR OPERATION OF ITS WEBSITES AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
11. **GENERAL PROVISIONS**
- a. This Agreement may not be assigned without the prior written permission of other Party. Notwithstanding the foregoing, Kaplan may assign its rights and delegate its duties under this Agreement to any subsidiary, parent or affiliated company of Kaplan if such entity agrees to be bound by all of the terms hereof.
 - b. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement. A facsimile signature on this Agreement shall constitute an original signature.
 - c. The captions and headings in this Agreement have been inserted solely for convenience of reference and shall not affect the interpretation of this Agreement.
 - d. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them.
 - e. Kaplan and SCHOOL are entering this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between Kaplan and SCHOOL.
 - f. Kaplan shall not be liable for any damages caused by its failure or delay in performing its duties hereunder if such failure was due to causes beyond Kaplan's control, including, but not limited to, acts of God, acts of public enemy, acts of U.S. or foreign government, fires floods, earthquakes, epidemics, strikes, embargoes, or severely inclement weather condition.
 - g. Any written notice permitted or required by this Agreement shall be sent or delivered to the Party to receive the same by Federal Express, DHL or other carrier, charges prepaid, or by facsimile transmission (including confirmation thereof) as set forth below (or as otherwise shall be designated by like notice):

If to Kaplan:

Kaplan Test Prep
 750 Third Avenue, 8th Floor
 New York, NY 10017
 Attention: Erika Blumenthal
 Fax: 215-987-5927

with a copy to:

Kaplan Test Prep
750 Third Avenue, 8th Floor
New York, NY 10017
Attention: Division Counsel

If to SCHOOL:

Solano Community College
School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534
Attn: Robert J. Gabriel, Ph.D., Dean

Any notice shall be deemed given on the date of receipt thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

KAPLAN, INC.

By: _____ Date _____
Erika Blumenthal
Vice-President and General Manager, Kaplan Nursing

SCHOOL

By: _____ Date _____
Celia Esposito-Noy, Ed.D.
Superintendent/President, Solano Community College District

EXHIBIT A

Example of Roster Collection Form

Program Type (RN or PN):

School:

Class Graduation Date:

Date to send Participant access:

Faculty access to reports:

<u>Participant</u>	<u>First Name</u>	<u>Last Name</u>	<u>Email address</u>	<u>drops</u>	<u>adds</u>	<u>Cohort Name</u>	<u>Group Name</u>	<u>Fully Paid?</u>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**EXHIBIT B
TUITION FEES**

As set forth in the Agreement, TUITION FEES are charged on a per Academic Term basis. The amount of Tuition Fees depends on anticipated graduation date of students in the Participant's Cohort.

Tuition Fees are as follows:

- RN Cohorts scheduled to graduate in 4 semesters: \$135 per semester
- Any additional RN cohorts not listed above: price per academic term = \$135.00 per student

Total cost of RN Deluxe program: \$540 per student.



**14080Strata Information Group
Statement of Work (SOLANO-SOW106-TDCLIENT)
April 13, 2016**

Solano Community College District

Financial Aid TDClient Implementation

Under the terms of the Agreement dated July 1, 2013, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SIG will work the Atomic® administrator and financial aid staff to automate the Department of Education files transfers, building financial aid data load chains for ISIRS, corrections, budgeting, tracking, packaging, and Application Manager training.

Proposed Services:

Tasks	Hours
Functional and technical consulting service:	
• Install TDClient®	88 - 96
• Build financial aid load chains for ISIRS	44 - 48
• Provide training on Application Manager	44 - 48
Total Hours Range:	176 - 192

Summary of Estimated Costs:

Labor Range:	Travel Expenses:	Total Cost Range:
\$29,040 - \$31,680	\$6,800 (4 trips)	\$35,840 - \$38,480

Notes:

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2017; rates may increase by \$5/hour effective July 1, 2017, and on each subsequent year.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours' estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project as described in the attached "General Outline of Services.". This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable:
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,700 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$46 per full on-site day \$23 per partial day

For Solano Community College District:

For Strata Information Group:

Maureen Mason-Muyco
Interim Director of Financial Aid

Date

DocuSigned by:

5B8F9C55A1684B6...

Henry A. Eimstad
President

Apr-13-2016

Date

General Outline of Services

These services are subject to change depending on SCCD's priorities, needs, and availability of staff and systems.

Financial Aid TDClient® installation and UC4® automation configuration and training

- **Site visit preparation** (remote):
 - Testing of VPN access to Banner® environments
 - Installation of TDClient® and verification of successful connectivity with Department of Education's SAIG mailbox resources
- **Build Financial Aid data load chains** (on-site):
 - ISIRS
 - Corrections
 - Budgeting
 - Tracking
 - Packaging
- **Financial Aid setup** (on-site):
 - Determine which of the approximately 30 - 40 files will be managed by TDClient® using UC4®/Automic® Applications Manager.
 - Design Windows batch scripts or UNIX shell scripts, depending on environment, to manage and archive incoming and outgoing files including but not limited to the following: file concatenation, stripping of header and trailer records for incoming files, and adding of appropriate header and trailer records for outgoing files.
 - Complete staff knowledge transfer and training on the UC4® implementation
- **Application Manager training** (on-site):
 - Introduction
 - Requesting jobs and process flows
 - Monitoring and managing agents and queues
 - Viewing forecasted tasks
 - Monitoring and managing tasks
 - Using the graphical analysis package
 - Creating jobs
 - Creating process flows
 - Adding dependencies with predecessors
 - Scheduling jobs and process flows
 - Defining substitution variables
 - Working with conditions
 - Working with Banner® jobs
- **Project wrap-up** (remote):
 - Go-live production support and troubleshooting, as needed
 - Prepare final documentation at the conclusion of the services provided, which will include all specifications and technical documentation to meet SCCD's name OIT standards and best practices requirements
- **Project management and planning** (remote):
 - Coordinate project logistics with SCCD and SIG consultants including system access requirements, site visits, documentation, agendas, issues tracking and consultant activity reporting

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SCCD staff
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service



**14080Strata Information Group
Statement of Work (SOLANO-SOW103-FINAID1617)
April 13, 2016**

Solano Community College District

Banner® Financial Aid Support (2016 – 2017)

Under the terms of the Agreement dated July 1, 2013, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SIG will provide a Financial Aid specialist to provide three weeks of on-site support for the 2016 – 2017 fiscal year.

Proposed Services:

Tasks	Hours
Functional and technical consulting service	132 - 144
Total Hours Range:	132 - 144

Summary of Estimated Costs:

Labor Range:	Travel Expenses:	Total Cost Range:
\$21,780 - \$23,760	\$5,100 (3 trips)	\$26,880 - \$28,860

Notes:

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2017; rates may increase by \$5/hour effective July 1, 2017, and on each subsequent year.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours' estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project. This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable:
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,700 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach fares and the use of the client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$46 per full on-site day \$23 per partial day

For Solano Community College District:

For Strata Information Group:

Maureen Mason-Muyco
Interim Director of Financial Aid

Date

DocuSigned by:

5B8F9C55A1684B6...

Henry A. Eimstad
President

Apr-13-2016

Date

General Outline of Services

These services are subject to change depending on SCCD's priorities, needs, and availability of staff and systems.

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SCCD staff
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service



**14080Strata Information Group
Statement of Work (SOLANO-SOW104-FINAID1718)
April 14, 2016**

Solano Community College District

Banner® Financial Aid Support (2017 – 2018)

Under the terms of the Agreement dated July 1, 2013, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SIG will provide a Financial Aid specialist to provide two weeks of on-site support for the 2017 – 2018 fiscal year.

Proposed Services:

Tasks	Hours
Functional and technical consulting service	88 - 96
Total Hours Range:	88 - 96

Summary of Estimated Costs:

Labor Range:	Travel Expenses:	Total Cost Range:
\$14,520 - \$15,840	\$3,400 (2 trips)	\$17,920 - \$19,240

Notes:

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2018; rates may increase by \$5/hour effective July 1, 2018, and on each subsequent year.
- SIG will invoice only for the consulting hours actually used.
- The hours' estimate includes project management, preparation time, travel time, remote labor, and the development of reports.
- Approximate hours and costs are based on the estimated tasks to complete this project as described in the attached "General Outline of Services." This may vary based on the assumptions listed and changes in SCCD's needs.
- Costs exclude all state taxes, if applicable.

For Solano Community College District:

For Strata Information Group:

Maureen Mason-Muyco
Interim Director of Financial Aid

Date

Henry A. Eimstad
President

Date

DocuSigned by:

5B8F9C55A1684B6...

Apr-14-2016

General Outline of Services

These services are subject to change depending on SCCD's priorities, needs, and availability of staff and systems.

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SCCD staff
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: Tozier's Vending Systems

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Updating library print management systems due to current system being the end of life.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
------------------	----------------------	---------------------------------

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown

VICE PRESIDENT APPROVAL

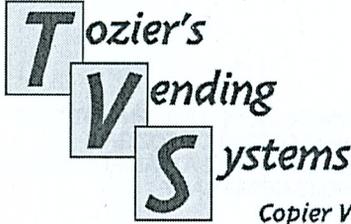
May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



VEND AGREEMENT

Solano Community College

CUSTOMER	4000 Suisun Valley Rd.	
ADDRESS	Fairfield, CA 94585	
PHONE / CONTACT	(707) 864-7000 x 4502	Carla Maguire

HEREAFTER REFERRED TO AS "CUSTOMER"

TOZIER'S VENDING SYSTEMS AGREES TO PROVIDE TO CUSTOMER AND ITS PATRONS:

THE USE OF COIN/BILL/CARD OPERATED COPIER MFD(S) WITH A VEND PRICE OF \$.10 PER COPY AT THE ABOVE ADDRESS OR AT ADDITIONAL LOCATIONS LISTED AT THE END OF THIS AGREEMENT. CUSTOMER AGREES TO PAY TO TOZIER'S ANY COPIES, PRINTS OR SCANS MADE BY PRE-PAID VEND CARDS. PRE-PAID MONIES ARE COLLECTED IN ADVANCE BY CUSTOMER.

ALL MAINTENANCE AT NO EXPENSE TO CUSTOMER INCLUDING PARTS AND LABOR NECESSARY TO KEEP EQUIPMENT PROPERLY OPERATING DURING OUR NORMAL WORKING HOURS, WITH RESPONSE TIME WITHIN 24 HOURS. KEY OPERATOR WILL BE NOTIFIED OF REPAIRS, MAINTENANCE AND SUPPLIES PROVIDED, WHEN NECESSARY.

ALL SUPPLIES NECESSARY FOR THE OPERATION OF VEND EQUIPMENT INCLUDING TONER, DEVELOPER AND PAPER AT NO EXPENSE TO CUSTOMER.

SCHEDULED PERIODIC SERVICING OF VEND EQUIPMENT TO REPLENISH SUPPLIES, CLEAN UNITS, COLLECT REVENUES AND TAKE METER READINGS.

SEND CUSTOMER A MONTHLY VEND REPORT, ITEMIZING USAGE.

EXCLUSION OF CUSTOMER FROM ANY RESPONSIBILITY AS TO THEFT, FIRE, VANDALISM OR MISUSE OF VEND UNIT(S). RESPONSIBILITY WILL REST WITH TOZIER'S VENDING SYSTEMS, WITH THE EXCLUSION OF LIABILITY FOR PERSONAL PROPERTY DAMAGE OR PERSONAL INJURY FROM THE USE OR MISUSE OF VEND EQUIPMENT.

CUSTOMER AGREES TO PROVIDE TO TOZIER'S VENDING SYSTEMS:

SPACE FOR VEND EQUIPMENT THAT WILL PROVIDE ADEQUATE ACCESS FOR CUSTOMER'S PATRONS.

A 110 VOLT RECEPTACLE OF PROPER AMPERAGE.

GENERAL SUPERVISION OF EQUIPMENT BY CUSTOMER WHICH IS TO INCLUDE:

- TIMELY PLACEMENT OF SERVICE CALLS
- REPLENISHMENT OF SUPPLIES AS NEEDED BETWEEN SERVICING BY TOZIER'S VENDING SYSTEMS
- CLEARING OF PAPER MISFEEDS IF THEY OCCUR
- ASSISTANCE OR INSTRUCTION TO PATRONS IN USE OF VEND EQUIPMENT
- TO THE BEST OF THEIR ABILITY CUSTOMER WILL DETER ANY TAMPERING OR DAMAGE OF EQUIPMENT

FOR PROVIDING SPACE, RECEPTACLE, AND GENERAL SUPERVISION TOZIER'S VENDING SYSTEMS WILL PROVIDE TO CUSTOMER:

COMMISSION WILL BE PAID AT THE RATE OF 10% OF NET REVENUE IN EXCESS OF 500 COPIES/PRINTS PER MACHINE PER MONTH. STAFF COPIES WILL BE CHARGED AT A RATE OF \$0.05 PER COPY.

OTHER CONDITIONS

LOST OR ADDITIONAL BYPASS KEYS WILL BE CHARGED AT \$10.00 EACH.

TOZIER'S VENDING SYSTEMS HAS THE OPTION OF CANCELLING THIS AGREEMENT WITH THIRTY DAYS WRITTEN NOTICE IF THE AMOUNT OF VENDED COPIES PER MONTH DOES NOT EXCEED 500 PER MACHINE. AT THE OPTION OF TOZIER'S VENDING SYSTEMS, THIS REQUIREMENT CAN BE WAIVED UNTIL A PROPER AMOUNT OF COPIES CAN BE ATTAINED. TOZIER'S VENDING SYSTEMS HAS THE OPTION TO UPGRADE OR DOWNGRADE EQUIPMENT AS IT DEEMS NECESSARY.

THE TERM OF THIS AGREEMENT IS 60 MONTHS. THE TERM WILL START UPON THE LATER OF SIGNATURE DATE OR DATE OF INSTALLATION. UPON THE COMPLETION OF THE TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH TO MONTH BASIS UNTIL NEW AGREEMENT IS SIGNED.

CUSTOMER MAY CANCEL THIS AGREEMENT WITH A SIXTY DAY WRITTEN NOTICE IF TOZIER'S VENDING SYSTEMS FAILS TO PROPERLY MAINTAIN THE EQUIPMENT AS REQUIRED IN THIS AGREEMENT, AND WHERE TOZIER'S VENDING SYSTEMS DOES NOT CORRECT THIS PROBLEM WITHIN THIS SIXTY DAY PERIOD.

TOZIER'S VENDING SYSTEMS WILL RETAIN TITLE TO EQUIPMENT AND HAS THE RIGHT TO CANCEL THIS AGREEMENT AND TAKE POSSESSION OF EQUIPMENT UPON TERMINATION OF THIS AGREEMENT. TOZIER'S VENDING SYSTEMS PERFORMS QUARTERLY EVALUATIONS ON PROFITABILITY OF EACH EQUIPMENT PLACEMENT. IF A PIECE OF EQUIPMENT IS DEAMED UNPROFITABLE TOZIER'S VENDING SYSTEMS WILL CONTACT CUSTOMER TO RENEGOTIATE AGREEMENT. IF NEW AGREEMENT ISN'T AGREED UPON BY BOTH PARTIES T

AS PART OF CONSIDERATION FOR TOZIER'S VENDING SYSTEMS ENTERING INTO THIS AGREEMENT, CUSTOMER GRANTS TOZIER'S VENDING SYSTEMS THE EXCLUSIVE RIGHTS TO PLACE, MAINTAIN AND VEND COIN, BILL OR CARD OPERATED COPIERS/PRINTERS WITH CUSTOMER.

EQUIPMENT LOCATIONS:

Fairfield Campus KEY OP _____

Vacaville Campus KEY OP _____

Vallejo Campus KEY OP _____

_____ KEY OP _____

AGREED BY CUSTOMER:

Gregory L. Brown
AUTHORIZED SIGNATURE

Vice President of Student Services
TITLE

4/28/16
DATE

AGREED BY TOZIER'S VENDING SYSTEMS:

AUTHORIZED SIGNATURE

TITLE

DATE

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

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

CHANGE THE PERIOD ▼

Fiscal Year: 2015-2016

Quarter Ended: (Q3) Mar 31, 2016

District: (280) SOLANO

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Yulian Ligioso

CBO Phone: 707-864-7000

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Celia Esposito-Noy Ed.D

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: 05/09/2016

District Contact Person

Name: Adil Ahmed

Title: Accounting Manager

Telephone: 707-864-7000

Fax: 707-646-2066

E-Mail: adil.ahmed@solano.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:
Christine Atalig (916)327-5772 catalig@ccccc.edu or Tracy Britten (916)324-9794 tbritten@ccccc.edu

© 2007 State of California. All Rights Reserved.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

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

CHANGE THE PERIOD ▾

Fiscal Year: 2015-2016

District: (280) SOLANO

Quarter Ended: (Q3) Mar 31, 2016

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	47,548,696	46,082,630	47,582,380	54,796,628
A.2	Other Financing Sources (Object 8900)	5,092	64,672	5,998	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	47,553,788	46,147,302	47,588,378	54,796,628
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	43,981,804	47,107,405	48,481,601	51,237,953
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	157,885	381,344	291,246	334,890
B.3	Total Unrestricted Expenditures (B.1 + B.2)	44,139,689	47,488,749	48,772,847	51,572,843
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	3,414,099	-1,341,447	-1,184,469	3,223,785
D.	Fund Balance, Beginning	2,800,420	6,214,519	4,319,857	3,178,227
D.1	Prior Year Adjustments + (-)	0	-553,215	42,839	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	2,800,420	5,661,304	4,362,696	3,178,227
E.	Fund Balance, Ending (C. + D.2)	6,214,519	4,319,857	3,178,227	6,402,012
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.1%	9.1%	6.5%	12.4%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	7,056	8,196	6,916	8,576
-----	--	-------	-------	-------	-------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2012-13	2013-14	2014-15	2015-2016
H.1	Cash, excluding borrowed funds		3,736,667	3,336,436	10,279,580
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	-1,690,580	3,736,667	3,336,436	10,279,580

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	54,796,628	54,796,628	40,486,384	73.9%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	54,796,628	54,796,628	40,486,384	73.9%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,237,953	51,237,953	37,191,860	72.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	334,800	334,800	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	51,572,753	51,572,753	37,191,860	72.1%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	3,223,875	3,223,875	3,294,524	
L.	Adjusted Fund Balance, Beginning	3,178,277	3,178,277	3,178,277	
L.1	Fund Balance, Ending (C. + L.2)	6,402,152	6,402,152	6,472,801	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	12.4%		

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

NO

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

Contract Period Settled (Specify)	Management	Academic		Classified
		Permanent	Temporary	

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

* As specified in Collective Bargaining Agreement or other Employment Contract

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

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

NO

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

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

This year?

NO

Next year?

NO

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