

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

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

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**EMPLOYMENT 2016-2017**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Virginia Bender	Payroll Analyst Lead (Range 20/Step 3)	01/09/17
Dwayne Hunt	Dean, Academic Support Services (Range 49/Step 3)	01/04/17
Sheila Kaushal	Administrative Assistant I (.5% Part time/10 months) (Range 10/Step 3)	01/04/17
Regina Orozco	Temporary Full-time Nursing Instructor (Spring semester assignment)	01/12/17 – 05/25/17

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Stephanie Abundo	Adjunct Instructor – Mathematics (not to exceed 67%)	01/17/17
Lina Ahmadieh	Adjunct Instructor – Music (not to exceed 67%)	01/17/17
Sepideh Daroogheha	Adjunct Instructor – Mathematics (not to exceed 67%)	01/17/17
Honey Dhupar	Adjunct Instructor – Mathematics (not to exceed 67%)	01/17/17
Kristian Marie Ocampo	Adjunct Instructor – Education (not to exceed 67%)	01/17/17

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**Mary Jones**  
Human Resources

November 9, 2016

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**Date Submitted**

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

November 9, 2016

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**Date Approved**

**Part-Time Adjunct Assignment (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Paul Prue	Adjunct Instructor – Mathematics (not to exceed 67%)	01/17/17
Parul Purohit	Adjunct Instructor – Mathematics (not to exceed 67%)	01/17/17
Maura Rabbette	Adjunct Instructor – Physics/Astronomy (not to exceed 67%)	01/17/17
Robert Rogers	Adjunct Instructor – Music (not to exceed 67%)	01/17/17
Sandra Rotenberg	Adjunct Instructor – Librarian (not to exceed 67%)	01/17/17
Spencer Sussman	Adjunct Instructor – Music (not to exceed 67%)	01/17/17
Lynne Williams	Adjunct Instructor – Librarian (not to exceed 67%)	01/17/17

**Released Time**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>% Released Time</u></b>	<b><u>Dates</u></b>
Curtiss Brown	Articulation Officer	50%	11/18/16 – 05/25/17

**Employee Initiated Reclassification**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Dena Hudson	Change from Administrative Assistant II (Range 11/Step 7) to Administrative Assistant III (Range 13/Step 6)	07/01/16
Carla Maguire	Change from Learning Resources Technician (Range 11/Step 7) to Learning Resources Technician II (Range 14/Step 5)	07/01/16
Patricia Meyer	Change from Administrative Assistant III (Range 13/Step 7) to Administrative Assistant IV (Range 14/Step 7)	07/01/16

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Nedra Park	Change from .50 FTE Administrative Assistant to 1.0 FTE – TRIO	01/01/17 – 06/30/17

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Valerie Barreto	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Seth Brown	Student Services Assistant-Matriculation	SSSP	12/08/16 – 06/30/17	\$14.58 hr.

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Ashley Burruss	Journey Level Assistant-Fire Academy	General Fund	01/09/17 – 06/30/17	\$25.00 hr.
Laney Cantu	Half-time Substitute- Cosmetology Lab Technician	General Fund	12/12/16 – 04/01/17	\$15.88 hr.
Jose Cortes	TA Coordinator	Transformation Grant	11/28/16 – 05/25/17	\$52.55 hr.
Mai Dao	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Katrina Dentino- Reyes	Student Services Generalist	SSSP	12/17/16 – 06/30/17	\$18.10 hr.
Dylan Brie Ducey	Teaching Apprentice	Transformation Grant	1/12/17 – 06/01/17	\$21.00 hr.
Brittany Fletcher	Office Assistant	EOPS Program	01/04/17 – 06/30/17	\$11.60 hr.
Renée Hamlin	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Meredith Herndon	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Sarah Hoenicke	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Tham Hua	Research Analyst	CTE Data Unlocked Funding	12/07/16 – 01/07/17	\$18.10 hr.
Virginia Huff	Human Services Tutoring Program Review	Perkins	10/17/16 – 06/01/17	\$64.65 hr.
Kate Lim	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Meghan Morinec	Office Assistant	Perkins	12/12/16 – 06/30/16	\$11.60 hr.
Courtney Nelson	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Clay Norris	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Narisa Orosco Woolworth	Academic Senate Work	General Fund	08/01/16 – 05/30/17	\$69.05 hr.
Jimmy Ojeda Pedraza	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Michael Rangoonwala	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Danny Ruiz	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Stephanie Sherman	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Lucia Stewart	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
John Sturdee	Journey Level Assistant-Special Projects	General Fund	01/09/17 – 06/30/17	\$25.00 hr.
Sajeda Uraizee	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Brenda Valenzuela	Student Services Generalist	SSSP	12/17/16 – 06/30/17	\$18.10 hr.
Johnathan Wells	Teaching Apprentice	Transformation Grant	01/12/17 – 06/01/17	\$21.00 hr.
Andrew Wesley	Academic Senate Work	General Fund	08/01/16 – 05/30/17	\$69.05 hr.

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Jeffrey Young	Full-time Faculty-Counseling	12/16/16

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Superintendent-President's Office**  
**Celia Esposito-Noy, Superintendent-President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Michael Cook	Provide set design for Cabaret.	December 15, 2016 – March 22, 2017	Not to exceed \$2,000.00
Ken Hein	Provide lighting design for Cabaret.	December 15, 2016 – March 22, 2017	Not to exceed \$1,500.00
Kristie West	Communication, marketing and public relations services.	December 1, 2016 – June 30, 2017	Not to exceed \$20,000.00
David Williams	Instructional Support Projects	January 4, 2017 – March 31, 2017	Not to exceed \$25,000.00

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**Yulian I. Ligioso**

Vice President, Finance & Administration

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December 12, 2016

**Date Submitted**

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**Celia Esposito-Noy, Ed.D.**

Superintendent-President

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December 12, 2016

**Date Approved**

**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:**

11/07/16	Vendor Payments	251173988-2511073989	\$22,139.99
11/07/16	Vendor Payments	2511073990-2511073999	\$1,939,296.78
11/07/16	Vendor Payments	2511074000-2511074075	\$259,749.15
11/14/16	Vendor Payments	2511074076-2511074077	\$23,811.00
11/14/16	Vendor Payments	2511074078-2511074079	\$4,428.02
11/14/16	Vendor Payments	2511074080-2511074091	\$1,042,010.29
11/14/16	Vendor Payments	2511074092-2511074147	\$165,144.60

*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 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$5,857,815.15</i>
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**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, Finance & Administration

**VICE PRESIDENT APPROVAL**

December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 9, 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**

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

11/17/16	Vendor Payments	2511074148-2511074218	\$226,411.58
11/28/16	Vendor Payments	2511074219	\$889,107.70
11/28/16	Vendor Payments	2511074220-2511074232	\$495,498.82
11/28/16	Vendor Payments	2511074233-2511074316	<u>\$790,217.22</u>
		<b>TOTAL:</b>	<b>\$5,857,815.15</b>



California School Employees Association  
Solano Community College, Chapter 211  
December 7, 2016

CSEA hereby submits the following initial proposal for the 2017-2020 contract.

CSEA Proposal Summary: CSEA seeks to implement the “me too” agreement effective 7/1/16 and further, CSEA opens the following articles for successor negotiations for an agreement from 7/1/17 through 6/20/20.

Article 9 Pay and Allowances:

- Seek an ongoing formula that provides reasonable COLA increases.

Article 11 Health and Welfare Benefits:

- Seek health care and retirement benefits that are consistent with community standards.

Article 15 Professional Growth, Training/Educational Study:

- Maximize training and advancement opportunities for our members.

Article 18 Classification and Reclassification:

- Seek a fair, more efficient classification assessment system.

Article 20 Discipline and Dismissal:

- Final and binding arbitration for a fair and just due process.

Article 27 Grievances:

- Final and binding arbitration for a fair and just problem solving method.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Diane Rieschick	Instructional Lab Assistant II-Reading/Writing Lab 10 years of service at SCC	12/14/16
Karen Watson	Reading/Writing Lab Technician 11 years and 10 months of service at SCC	12/16/16

**STUDENT SUCCESS IMPACT:**

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

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Mary Jones.  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 9, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **AGREEMENT WITH ACCOUNTEMPS, A  
ROBERT HALF COMPANY – STAFF ACCOUNTANT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary “Staff Accountant” is required to backfill a vacant position while the District hiring process for an Accountant is carried out. The agreement is through February 28, 2017, or until the position is filled, whichever comes sooner. Total contract amount not to exceed \$20,000.

Attached is a copy of the agreement.

**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> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$20,000
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**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**

December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 9, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## GENERAL CONDITIONS OF ASSIGNMENT

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

<b>Scope of Assignment</b>	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment. You shall not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or using computers or other electronic devices, software or network equipment owned or licensed by our professional.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p>
<b>Client's Responsibility</b>	<p><b>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Accountemps</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings only if they are described in a signed, written amendment to these General Conditions of Assignment.</b></p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
<b>Confidentiality</b>	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
<b>Limitation on Liability</b>	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
<b>Insurance</b>	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance.</p>
<b>No Contrary Agreements</b>	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00590-0008926158

Date: 11-11-2016

## TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of a Staff Accountant is Michelle Stahlman. The assignment will start on 11-11-2016. As agreed or otherwise communicated, we will invoice your firm at the rate of \$42.91 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

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

<b>Guarantee</b>	<i>Accountemps</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Accountemps</i> will not charge for the first eight hours worked, provided that <i>Accountemps</i> replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
<b>Time Sheet</b>	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Accountemps</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
<b>Overtime</b>	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
<b>Hiring the Person Referred to You</b>	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
<b>Employment Taxes and Withholdings</b>	<i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
<b>General Conditions</b>	<p><i>Accountemps</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Accountemps</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided. We reserve the right to re-assign our professional.</p>

Job Order: 00590-0008926158

Date: 11-11-2016



## GENERAL CONDITIONS OF ASSIGNMENT

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

<b>Scope of Assignment</b>	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment. You shall not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or using computers or other electronic devices, software or network equipment owned or licensed by our professional.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p>
<b>Client's Responsibility</b>	<p><b>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Accountemps</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings only if they are described in a signed, written amendment to these General Conditions of Assignment.</b></p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
<b>Confidentiality</b>	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
<b>Limitation on Liability</b>	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
<b>Insurance</b>	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance.</p>
<b>No Contrary Agreements</b>	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00590-0008914787

Date: 11-02-2016

## TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of a Collections Specialist is Cathy Ware. The assignment will start on 11-02-2016. As agreed or otherwise communicated, we will invoice your firm at the rate of \$27.93 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

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

<b>Guarantee</b>	<i>Accountemps</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Accountemps</i> will not charge for the first eight hours worked, provided that <i>Accountemps</i> replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
<b>Time Sheet</b>	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Accountemps</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
<b>Overtime</b>	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
<b>Hiring the Person Referred to You</b>	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
<b>Employment Taxes and Withholdings</b>	<i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
<b>General Conditions</b>	<p><i>Accountemps</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Accountemps</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided. We reserve the right to re-assign our professional.</p>

Job Order: 00590-0008914787

Date: 11-02-2016

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 WITH EDESIGNC INC.  
FOR VACAVILLE AND VALLEJO CENTERS HVAC  
IMPROVEMENTS AND UPGRADES PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

In April of 2016 a professional services agreement in the amount of \$68,500 was approved with EDesignC Inc. to provide assessment of existing systems and design services for needed improvements for the Vacaville and Vallejo Centers HVAC Improvements and Upgrades Project.

Board approval is requested for the attached Amendment #1 to increase the original consulting

*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: Enhance instructional spaces and classrooms.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$16,600 Measure Q Funds</i>
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**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**

December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 9, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 WITH EDESIGNC INC.  
FOR VACAVILLE AND VALLEJO CENTERS HVAC  
IMPROVEMENTS AND UPGRADES PROJECT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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*CONTINUED FROM THE PREVIOUS PAGE*

services agreement with EDesignC Inc. for additional services determined to be needed based on the assessment and subsequent option of improvements determined by the District to be needed. The additional services include development of CAD base floor plans, additional mechanical design services and addition of structural and architectural disciplines determined to be needed by the upgrade option elected.

\$68,500 Original Contract Amount  
\$ 0 Previously Approved Amendments  
\$16,600 Amendment #1  
\$85,100 New Contract Amount

The Board is asked to approve this contract amendment #1 to EDesignC Inc. in an amount not to exceed \$16,600. EDesignC Inc.'s new contract amount will be \$85,100.

The contract Amendment #1 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 KATE KEATING ASSOCIATES, INC. FOR GRAPHIC DESIGN SERVICES FOR SIGNAGE**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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*CONTINUED FROM THE PREVIOUS PAGE*

services agreement with Kate Keating Associates, Inc. for additional services determined to be needed for Donor Recognition signage standards, finalization of the Campus Wayfinding signage standards, and design and construction administration for new Campus Directories on the Fairfield campus.

\$ 36,750 Original Contract Amount  
\$     0 Previously Approved Amendments  
\$ 43,957 Amendment #1  
\$ 80,707 New Contract Amount

The Board is asked to approve this contract amendment #1 to Kate Keating Associates, Inc. in an amount not to exceed \$43,957. Kate Keating Associates, Inc.'s new contract amount will be \$80,707.

The contract Amendment #1 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 CA ARCHITECTS FOR  
ARCHITECTURAL AND ENGINEERING SERVICES FOR  
B1600 COSMETOLOGY LAUNDRY IMPROVEMENTS  
PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of a contract to CA Architects to provide full architectural and engineering services for the Building 1600 Cosmetology Laundry Improvements Project. The consultant’s scope of work will be to prepare design and construction documents, provide bid phase services, and provide construction administration services for renovation of an existing space located in Building 1600 to be used as a Laundry space.

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: Design of instructional space and equipment

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$15,900 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**

December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 9, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR  
ARCHITECTURAL AND ENGINEERING SERVICES FOR  
B1600 COSMETOLOGY LAUNDRY IMPROVEMENTS  
PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from all the firms in the Board approved pool of architects. Only one proposal was received. Based on the scope of work, the fee submitted was deemed reasonable. Thus, CA Architects is recommended for award of a contract for this work in the amount not to exceed \$15,900.

The Board is asked to approve a contract award to CA Architects in the amount not to exceed \$15,900.

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 CONSTRUCTION SERVICES  
TO PRECISION INSULATION, INC. FOR HYDRONIC  
PUMP INSULATION PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of a contract to Precision Insulation, Inc. for construction services for the Hydronic Pump Insulation Project. The scope of work includes installation of pipe insulation from existing pipe insulation to the pump at each previously installed hydronic pump and motor. Proposals were solicited from Department of General Services (DGS) registered Small Businesses and Disabled Veteran Business Enterprises.

*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: Update equipment that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$11,975 Measure Q Funds</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bond Manager <hr/> <b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> <b>ADDRESS</b>		<hr/> <b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
(707) 863-7855 <hr/> <b>TELEPHONE NUMBER</b>		
Yulian Ligioso Vice President, Finance & Administration <hr/> <b>VICE PRESIDENT APPROVAL</b>		<hr/> December 9, 2016 <b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
December 9, 2016 <hr/> <b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES  
TO PRECISION INSULATION, INC. FOR HYDRONIC  
PUMP INSULATION PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Two proposals were received:

Precision Insulation, Inc. \$11,975

DeBella Mechanical, Inc. \$19,570

It was determined that Precision Insulation, Inc. was the lowest responsive and responsible bidder.

The Board is asked to approve a contract to Precision Insulation, Inc., in the amount of \$11,975.

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 #7 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 #7 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.

During the course of construction a number of unforeseen conditions were encountered and clarifications to the drawings were made which required or will require additional work.

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: Renovate instructional space and update equipment

*Ed. Code: Board Policy: Estimated Fiscal Impact: \$37,267 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

December 9, 2016  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

December 9, 2016  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #7 TO BHM  
CONSTRUCTION INC., FOR BUILDING 1200  
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This work was not part of the original contract with BHM Construction, necessitating a change order for the following items:

- Added structural elements for catwalk handrails
- Ductwork modifications on stage due to conflict discovered with rigging battens
- Reduced landscape scope for savings in operations & cost
- Delete one entry light fixture that was not required
- Demolition of existing concrete footing discovered to be in conflict with new site wall
- Added utility metering, per the request of the District
- Installation of condensate drain line for air handling unit
- Ductwork revisions for return air at first floor auditorium corridors
- Relocation of irrigation piping that was discovered to be in conflict with storm drain pipe
- Additional plastering for area discovered after demolition of mansard roof
- Signage upgrades to comply with District Standards
- Revision to AV panel due to size restriction
- Beam support plates, as required by Division of State Architect (DSA)
- Concrete paving repair required to install communication conduits

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

\$13,697,024.00 Original Contract Sum  
\$ 789,897.53 Previous Approved Change Orders  
\$ 37,267.00 This Proposed Change Order  
\$14,524,188.53 New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #7 to BHM Construction Inc. in the amount of \$37,267.

The Change Order may be viewed 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 #8 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 #8 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 will extend the contract time 62 days for a portion of the project, and is a zero cost change.

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: Renovate instructional space and update equipment

Ed. Code: Board Policy: Estimated Fiscal Impact: No cost

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  
December 9, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

December 9, 2016  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #8 TO BHM  
CONSTRUCTION INC. FOR BUILDING 1200  
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This change order, and request for contract time extension, is a result of extraordinary review times and requests for information made by the Division of State Architect (DSA) for the production rigging, orchestra pit platform, and flooring. This contract time extension shall only apply to scope related to production rigging, orchestra pit platform and flooring.

The Board is asked to approve the attached zero dollar change order to BHM Construction Inc., which revises the final completion date to be March 20, 2017.

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:** FACILITY USE AGREEMENT BETWEEN THE CITY OF  
DIXON AND SOLANO COMMUNITY COLLEGE  
DISTRICT (RENEWAL)

**REQUESTED ACTION:**

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

**SUMMARY:**

This is a renewal of an existing facility use contract between the City of Dixon and Solano Community College. The contract allows our Fire Academy students to use the Dixon Fire Training Facility along with various pieces of equipment. The use of this facility greatly enhances our Fire Academy and supports the success of our students in this program. The term of this Agreement shall commence on December 22, 2016 and continue for three (3) years, with one (1) renewable extension for an additional three (3) year period (the "Term").

**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: \$18,000</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Maire A Morinec MS, RN Dean, Applied Technology & Business		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
707-864-7155		
<b>TELEPHONE NUMBER</b>		
Virginia Guleff, Interim Dean Academic Affairs		December 9, 2016
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
December 9, 2016		
<b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		

## **FACILITY USE AGREEMENT**

**THIS FACILITY USE AGREEMENT** (“Agreement”) is entered into as of this 22<sup>nd</sup> day of December, 2016 (“Effective Date”) by and between the Solano Community College District, a California community college district (“District”), and the City of Dixon, California, a municipal corporation (“City”). District and City may each be referred to individually as “Party” or collectively as “Parties” in this Agreement. There are no other parties to this agreement.

### **RECITALS**

**A.** The District has established and conducts vocational, academic and training programs for fire technology students seeking an associate degree or certificate as well as for apprentice and journey persons within the firefighting profession.

**B.** The City is a municipal corporation which maintains a full-time fire department that meets the requirements of State and local safety regulations, and its equipment and facilities are adequate, safe and suitable for Firefighter I Academy training.

**C.** The District and City wish to enter into this Agreement to provide the terms and conditions under which the City shall provide to the District instructional services, facilities, and equipment for the District’s courses and training program for firefighters.

**NOW THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### **AGREEMENT**

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of this Agreement, Sections 1 through 9 shall prevail.

**Section 2. Term.** The term of this Agreement shall commence on the date first written above and continue for three (3) years, with one (1) renewable extension for an additional three (3) year period (the “Term”). If either Party intends to terminate this Agreement, notice shall be provided within ninety (90) days of the expiration date of the original Term. Without notice, this Agreement will renew for the additional three (3) year period.

#### **Section 3. Instructional Services.**

**3.1 Provision of Instructional Services.** The District shall be solely responsible for, and have complete control of, the instructional and manipulative program for purpose of training eligible fire technology students, apprentice and journey level fire professionals.

**3.2 Course offerings.** The District typically offers a fall program and a spring program, as well as day and night programs that generally follow the lesson plan provided in Exhibit A incorporated herein by this reference. All dates and times shall be mutually agreed upon in writing by the Parties at

least ninety (90) days in advance of the beginning of the class. The District agrees to use the Dixon facility exclusively each semester during the term of this Agreement. However, the District may elect to hold portions of an academy class off site for the purpose of field trips or at its own facilities.

**3.3 The District will provide safety equipment and instruction.** The District shall provide to each Firefighter I Academy student all required personal protective equipment and at least one instructor that will be responsible for the safety and supervision of all Firefighter I Academy students while using the City facilities and equipment.

**3.3.1** The City's equipment to be used by the Firefighter I Academy students, depending on availability and operational needs of the City, may include:

- Forcible Entry Tools
- Aerial and Ground Ladders
- Power and Hand Saws
- Hydraulically Powered Vehicle Extrication Tools
- Portable Lighting Equipment
- Fire Hose, Nozzles, Fittings and Appurtenant Devices
- Pike Poles
- Fire Pumps
- Fire Engines
- Salvage Covers and Appurtenant Devices
- Fire Hydrants
- Ventilation and Confined Space Props
- Drill Tower and Appurtenances
- Ventilation Blowers and Smoke Ejectors
- Rescue Ropes and Appurtenances
- Portable Fire Extinguishers
- Drafting Pit
- Self-Contained Breathing Apparatus (SCBA) and Appurtenances

**3.4 Instructors.** "Instructors of Record" are the "Lead Instructor" or "Assistant Instructor" assigned by the District to instruct each specific Firefighter I Academy class. All Firefighter I Academy Lead Instructors and Assistant Instructors provided by the District will be employees of the District at all times. Lead and Assistant Instructors will be responsible for administering all safety requirements, providing supervision of the students, and administering all District rules and procedures pertaining to students while upon City property.

**3.4.1** At the discretion of the City, City fire department employees may volunteer to assist with the instruction of Firefighter I Academy students while under the direction of the Lead Instructor of the District. Prior to the use of City fire department employees, approval must be granted by a Chief Officer of the Dixon Fire Department and said employees may not be used in lieu of regular instructors; Lead Instructors must be in attendance at all times.

**3.4.2** City employees who are also adjunct faculty members of the District used to instruct Firefighter I Academy students will be acting as employees of the District and as such will be

indemnified and compensated solely by the District. At no time will any employee be compensated by both Parties simultaneously.

**3.5 District will provide insurance.** The District will be responsible for providing proof of insurance coverage to the City for the Firefighter I Academy students, Lead Instructors, Assistant Instructors, and any volunteers while using Dixon Fire Department equipment, facilities or appurtenances in accordance with Exhibit B incorporated herein by this reference.

**3.6 District will indemnify the City.** The District agrees to defend, indemnify and hold the City harmless from any claim, liability, loss, or expense (including reasonable attorney's fees and other costs of litigation) with respect to claims for any damages, bodily injury, death, or property damage including consequential damages arising out of the negligence, omission, or willful misconduct by the District, its agents, employees, or subcontractors. The District's obligations shall not apply to any injury, death or property damage caused by negligence or willful misconduct of the City or any of its officers, employees, agents, or subcontractors.

**3.7 The City will indemnify the District.** The City agrees to defend, indemnify and hold the District harmless from any claim, liability, loss, or expense (including reasonable attorney's fees and other costs of litigation) with respect to claims for any damages, bodily injury, death, or property damage including consequential damages arising out of the negligence, omission, or willful misconduct by the City, its agents, employees, or subcontractors. The City's obligations shall not apply to any injury, death, or property damage caused by the negligence or willful misconduct of the District or any of its officers, employees, agents, or subcontractors.

**3.8 The District will follow guidance.** The District shall comply with Title V of the California Code of Regulations, and the "California Community College's Chancellor's Office Contract Guide for Institutional Service Agreements between College Districts and Public Agencies."

#### **Section 4. Compensation.**

**4.1 Facilities provided and payment.** The City shall arrange for and provide to the District a classroom and seating for a maximum of thirty-five (35) students, overhead projector, computer, VCR and screen, existing bathrooms currently available for each gender, parking and specified firefighting equipment and training skills props as described in section 3.3.1 above. This will be provided at the fire station located at 205 Ford Way in Dixon, California for the purpose of enabling Firefighter I Academy students and instructors to conduct the courses described in this Agreement during the days and times listed in section 3.2. The District shall pay the City Two Dollars (\$2.00) per student per hour for each hour of instruction held at the City of Dixon Fire Station. Firefighter I Academy attendance will be documented by a daily attendance roster, taken at the beginning of each academy class by the Instructor of Record and verified by a designated City employee. The design of this roster, and the daily entries, shall be mutually agreed upon by both the District and the City with daily entries being verified by signatures of designated City and District employee or agents. Said payment will be made to the City by the District within thirty (30) days of being invoiced by the City upon the completion of each Firefighter I Academy class held at the City.

**4.1.1** Not included in the payment set forth in Section 4.1 are the costs of expendable equipment owned by the City and used to instruct Firefighter I Academy students. Within one

(1) month of written substantiation by the City of replacement, damage or unusual wear, the District agrees to pay the City, or replace in kind to the City, the following items:

- Plywood Replacement on the Ventilation Prop
- Photocopy Paper
- Replacement blades or chains on portable power tools
- Unusual Wear or Breakage of Hand Tools
- Disposable Ear Protection Devices
- Breakage or Unusual Wear of Equipment
- Vandalism to City Property Committed by Firefighter I Academy Students

**4.2 Invoicing.** All invoices submitted to the District shall be accompanied by records showing each individual student's daily attendance at classes of instruction. Said records must include the signatures of the District's Instructor(s) of Record. The City will submit the records on forms and schedules, and in accordance with procedures, established by the District. The attendance records maintained by the City will be available at all times for review by District officials.

**4.3 Termination if no funding.** If, prior to the commencement of a given semester, the funds for compensation under sections 4.1 and 4.1.1 of this Agreement are not granted by the legislative body of the District, the City may terminate this Agreement upon sixty (60) days written notice.

### **Section 5. Default and Termination.**

**5.0 Breach.** Any material breach of the terms of this Agreement shall constitute default of this Agreement. In the event of such a default, the non-defaulting Party shall provide written notice to the defaulting Party specifying the nature of such default. The defaulting Party shall have thirty (30) days to cure such default. If such default is not cured within such period, the non-defaulting Party may terminate the Agreement without further liability. Any unpaid balances owed by the District will be due immediately upon termination.

### **Section 6. Insurance.**

**6.0 Insurance.** Within thirty (30) days of the Effective Date of this Agreement, District shall provide proof on insurance in accordance with Exhibit B of this Agreement.

### **Section 7. Representation and Warranties.**

**7.1 City representations.** The City represents and warrants as follows:

**7.1.1** The City is a municipal corporation of the State of California.

**7.1.2** The City has the authority to enter into and perform the terms and provisions of this Agreement.

**7.2 District representations.** The District represents and warrants as follows:

**7.2.1** The District is a California community college district duly organized and existing in the State of California.

**7.2.2** The District has the authority to enter into and perform the terms and provisions of this Agreement.

**Section 8. Statutory Compliance.**

**8.1 Conformity.** The Parties hereby acknowledge that it is their intention that this Agreement conform to provisions regarding contracts for institutional service agreements between college districts and public agencies, as set forth in Title V of the California Code of Regulations sections 51006, 53410, 55002, 55003, 55005, 55300, 58050, 58051, 58051.5, 58055, 58056, 58058(b), 58102-58106, 58108 and California Education Code sections 78015, 84752. In the event of any inconsistencies, the provisions of this Agreement are deemed reformed to comply with the Education Code and Title V.

**8.2 City activity shall comply.** The City hereby acknowledges that its activities pursuant to this Agreement shall be in compliance with the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, U.S. Presidential Executive Order 11246 and subsequent amendments and all other applicable local, state and federal statutes or regulations including but not limited to those related to health and safety.

**Section 9. General.**

**9.1 Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**9.2 Notices.** Any notice or communication required hereunder between City or District must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail or Federal Express, UPS or other similar couriers providing overnight delivery), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received at 9:00 a.m. on the next normal business day; if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by an overnight courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to the District: Solano Community College District

Attn: Celia Esposito-Noy, Ed.D, Superintendent/President  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197  
Phone: (707) 864-7000, extension 7112  
FAX: (707) 864-7213

If to the City: City of Dixon  
Attn: Jim Lindley, City Manager  
Address: 600 East A Street  
Dixon, CA 95620  
Phone: (707) 678-7000  
FAX: 707-678-1489

With a Copy to: Dixon Fire Department  
Attn: Fire Chief  
205 Ford Way  
Dixon, CA 95620  
Phone: 707-678-7060

**9.3 Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their representative heirs, successors and assigns.

**9.4 Time is of the Essence.** Time is of the essence in this Agreement.

**9.5 Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force.

**9.6 Modification.** This Agreement may be modified or amended only by a writing duly authorized and executed by City and District.

**9.7 Entire Agreement.** This Agreement, including Exhibits "A" and "B", constitutes the sole and only agreement between the District and the City concerning the subject matter described herein. Any prior or other agreements or representations between the District and the City regarding those matters are null and void unless expressly set forth in this Agreement.

**9.8 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**9.9 Compliance with Applicable Law.** In providing the services required by this Agreement, City and District shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**9.10 Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create any such rights.

**9.11 Counterparts.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute an agreement binding on all Parties thereto. It shall not be necessary for each Party to execute the same counterpart hereof.

**9.12 No Party Deemed to be Draftsman.** The Parties agree that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

**9.13 Necessary Acts and Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**9.14 Waiver.** The waiver by any Party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**9.15 Venue.** Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in the County of Solano, California, regardless of where else venue may lie.

**9.16 Attorney Fees.** In any action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed as the day and year first above written.

**SOLANO COMMUNITY COLLEGE DISTRICT:**

\_\_\_\_\_  
By: Celia Esposito-Noy, Ed.D., Superintendent/President

**CITY OF DIXON:**

\_\_\_\_\_  
Jim Lindley, City Manager

**APPROVED AS TO FORM:**

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City Attorney

**ATTEST:**

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City Clerk

**APPROVED AS TO SUBSTANCE:**

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Fire Chief

## **“EXHIBIT A”**

The California State Fire Training Lesson Plan Outlines for Firefighter I Academies will be utilized for both the INTENSIVE and EXTENDED academies. Said curriculum consists of the following 17 major operations:

1. Orientation
2. Basic Rescue Operations
3. Basic Fire Prevention
4. Fire Investigation
5. Use of Fire Equipment
6. Use of Rescue Equipment
7. General Fire Ground Utilization
8. Information Systems
9. Use of Hand Tools
10. Use of Power Tools
11. Public Education and Awareness
12. Advanced Fire Ground Utilization
13. Live Fire Exercises
14. Basic Wild Land Hand Line Cutting Using Hand Tools and Chain Saws
15. Hazardous Materials Operational and Decontamination
16. Confined Space Awareness
17. Physical Fitness Exercises and Cardio Vascular Workouts

## **“EXHIBIT B”**

### **Insurance Requirements**

District shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the District, its agents, representatives, employees or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if District has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the District maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the District’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

##### ***Primary Coverage***

For any claims related to this contract, the District’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the District’s insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

***Waiver of Subrogation***

District hereby grants to City a waiver of any right to subrogation which any insurer of said District may acquire against the by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the District to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

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

***Verification of Coverage***

District shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the District's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: SERVICE AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT AND SAFETY-  
KLEEN SYSTEMS, INC. (RENEWAL)

REQUESTED ACTION:

- Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

Board approval is requested for the renewal of services from Safety-Kleen Systems, Inc. for the disposal of waste from the Vallejo Auto Tech facility.

The contract is valid from 7/01/2016 until 6/30/2017.

STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy: 1016	Estimated Fiscal Impact: \$4,000
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- APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Maire Morinec, Dean  
Applied Technology & Business

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707 864 7155

TELEPHONE NUMBER

Virginia Guleff, Interim Vice President  
Academic Affairs

VICE PRESIDENT APPROVAL

December 9, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

December 9, 2016  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



# PROPOSAL FOR ENVIRONMENTAL SERVICES



PREPARED FOR:

**Solano Community  
College Auto Tech**

SO27483



Safety-Kleen Systems, Inc.  
 5750 Commerce Boulevard  
 Rohnert Park, CA, 94928

Solano Community College Auto Tech  
 1301 Georgia St.  
 Vallejo, CA 94590-5703

Dear Paul Hldy:

Thank you for helping me better understand your business processes and needs. We propose delivering the following services:

Description	Part#	Profile#	Qty	Price Per Service/Unit
A99P-PEROXIDE FORMING FOR FB 5GL (Waste Brake Fluid)	*870773	1312883*	1.0000	113.00
PAIL, 5.5 GL BLACK POLY W/SCREW ON LID	706		1.0000	11.00
CNO-NON HAZARDOUS SOLID 15GL (Oily Debris)	*875462	1312885*	1.0000	205.00
DRUM, 16 GL BLACK STEEL OH	3324		1.0000	47.00
DRUM,55 WASTE Oil Filters	83383	156033	1.0000	40.00
DRUM,55 GAL Replacement Drum for Oil Filters	3383		1.0000	10.00
QUICK PICK PROFILE (One Time Fee)	82119	1312883 1312885	2.0000	85.00/profile
ANTIFREEZE (NON-PREQUAL)	66665	156030	55.0000	1.00/Gallon
USED OIL NON-PREQUAL SERVICE	66636		55.0000	0.00/Gallon
FEE, USED OIL STOP CHARGE NPREQ	10256		1.0000	65.00/Stop
Fuel Fee	100001		1.0000	11.00/Stop

Pending profile approval

Quote is valid for 30 days. Price does not include sales tax

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

Customer Name: Celia Esposito-Noy, Ed.D.

Customer Title: Superintendent - President

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

Safety-Kleen supports more than 330,000 businesses across North America by recycling their used oil and industrial waste, and delivering environmentally friendly cleaning products and services. Customers choose Safety-Kleen because of our personal service, extensive liability protection and focus on sustainable solutions. Our goal is to provide customers like Solano Community College Auto Tech with the best solutions while keeping your company in balance with the environment.

I look forward to reviewing this proposal with you at your earliest convenience.

Sincerely,

Ann Lindberg  
 Market Sales Specialist  
[Ann.Lindberg@safety-kleen.com](mailto:Ann.Lindberg@safety-kleen.com)  
 707-326-2939  
 Safety-Kleen Systems, Inc.

**UNIVERSAL SERVICES AGREEMENT**

This Universal Services Agreement ("Agreement") dated 1 day of July, 2016 ("Effective Date") by and between Safety-Kleen Systems, Inc. ("Safety-Kleen") and Solano Community College ("Customer").

1. **Services and Payment.** Safety-Kleen will provide the services ("Services") at the prices ("Prices") and locations as described on the attached schedule(s) and as adjusted in accordance with paragraph 3. Applicable taxes or similar assessments are not included in the Prices and will be billed separately on invoices. Safety-Kleen, in its sole discretion, may charge reasonable fuel surcharges. Customer agrees to pay the Prices for the Services and agrees that payments hereunder are due within thirty (30) days of invoice date. In the event Customer fails to make payment when due, an amount equal to the lesser of (i) 1.5% per month (18% per annum); or (ii) the maximum rate allowed by law will be added to all amounts outstanding which have not been paid. In the event Customer defaults under this Agreement, Safety-Kleen will be entitled to recover costs of collection, including attorneys' fees.
2. **Term and Termination.** The initial term of this Agreement is for a period of 1 year(s). Unless either party gives the other written notice at least sixty (60) days prior to the expiration of the initial term or any renewal term, this Agreement will automatically renew for the same term and will continue to renew at the expiration of each subsequent term. Either party may terminate this Agreement if the other party fails to perform in accordance with this Agreement and the breaching party fails to correct such default or neglect within thirty (30) days. Safety-Kleen may terminate this Agreement with or without cause upon thirty (30) days written notice to Customer. If any change or communication from any municipal, local, state, federal or interstate agency occurs with respect to any laws, rules, regulations or ordinances applicable to the rights or obligations contained in this Agreement ("Applicable Laws") or which materially impacts either party, then either party will have the option to immediately terminate this Agreement or to have the terms of this Agreement renegotiated to bring this Agreement and the respective obligations or rights of the parties into compliance with such change or changes. If Customer terminates this Agreement, or any part hereof, for any reason other than in accordance with this paragraph 2, Customer agrees to pay Safety-Kleen (i) an amount equal to the sum total price of all terminated Services that would have been provided to Customer under the terms of this Agreement; (ii) if the terminated Services include the rental of parts washer equipment, a termination fee in the amount of \$100.00 per piece of equipment to compensate Safety-Kleen for the cost of removing the parts cleaning equipment and disposing of the used solvent; and (iii) if Used Fluid Recovery Services are terminated, Customer shall pay a termination fee equal to \$0.25 per gallon of the Used Fluid not yet received but estimated to have been received by Safety-Kleen for the remaining term based on the Forecast set forth in the Used Fluid Recovery Schedule attached hereto, as may be amended from time to time. The foregoing remedies are in addition to any other relief or remedy to which Safety-Kleen may be entitled.
3. **Price Adjustments.** Upon each anniversary of the Effective Date, the Prices will be automatically adjusted ("CPI Price Adjustment") by an amount equal to the lesser of (a) the percentage change in the Consumer Price Index ("CPI") for the most recently available previous twelve months or (b) 4%. The CPI used to calculate the CPI Price Adjustment will be the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor. In addition to the CPI Price Adjustment, on a monthly basis, Safety-Kleen may adjust the rate paid for waste oil services to reflect the changes in the market value of waste oil which is based on an index of energy related commodities. Customer will be given thirty (30) days written notice of any CPI Price Adjustment. After the first anniversary of the Effective Date, Safety-Kleen may increase the Prices (in addition to any CPI Price Adjustment).
4. **Compliance.** (a) Customer acknowledges placement of the equipment and materials, including, but not limited to containers, solvents and aqueous cleaning solutions, listed on the attached schedules and/or other equipment or materials set forth in a Safety-Kleen placement form, service acknowledgement, invoice or similar agreement ("Equipment"). Customer agrees that all servicing, repair and maintenance of Equipment will be performed only by Safety-Kleen. All Equipment owned or provided by Safety-Kleen ("Safety-Kleen Property") will remain the property of Safety-Kleen and will be returned to Safety-Kleen upon termination of this Agreement. Customer agrees to pay for replacement of Safety-Kleen Property due to loss or damage. All Customer-owned equipment will be serviced by Safety-Kleen, but will be maintained, repaired by and remain the property of Customer.  
(b) Customer agrees that it will not (i) introduce any substance into the Safety-Kleen Property, including, without limitation, any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the Safety-Kleen Property; and (ii) place parts or paint guns that have been contaminated with, or otherwise introduce, polychlorinated biphenyls ("PCBs"), herbicides, pesticides, dioxins or listed hazardous wastes into the solvent or aqueous cleaning solution.  
(c) Customer will submit a separate description ("Material Profile") for each waste material tendered or delivered by Customer to Safety-Kleen ("Waste"). Customer, upon request by Safety-Kleen, will submit a sample of the Waste described in the Material Profile with the Material Profile. Customer acknowledges and agrees that Safety-Kleen bases its testing, evaluation, collection, handling and processing procedures on the description of the Waste contained in the Material Profile. Customer agrees not to mix the Waste with any other materials (including, without limitation, materials containing PCBs) or otherwise alter the characteristics of the Waste. Customer will inform Safety-Kleen of any process changes that may alter the characteristics of the Waste.

(d) If Customer disposes of aqueous cleaning solutions provided by Safety-Kleen at Customer's site ("On-site Disposal"), title to such aqueous cleaning solutions will pass to Customer at the time of the On-site Disposal.  
(e) If Customer requests oil services, Customer will properly classify the Waste as used oil or nonhazardous waste in accordance with Applicable Laws, including, but not limited to the provisions of 40 CFR 262.11.

5. **Customer Agreements, Representations and Warranties.** Customer agrees, represents and warrants that:
- (a) Customer grants to Safety-Kleen, its agents, subcontractors and employees reasonable access to Customer's premises for purposes of fulfilling Safety-Kleen's obligations under this Agreement.
  - (b) Upon each delivery of Services, Customer will execute a Safety-Kleen service acknowledgement, placement form or similar form.
  - (c) When Customer is responsible for packaging and marking the Waste, Customer will describe, code, package and label the Waste in accordance with all Applicable Laws.
  - (d) Provided the Waste is as described in the Material Profile and the Waste is properly packaged, coded, marked and labeled, title, risk of loss and all other incidents of ownership with respect to the Waste will be transferred from Customer to Safety-Kleen at the time Safety-Kleen takes possession of, signs for and removes the Waste from Customer's location. Any marketable or usable material Safety-Kleen may recover from the Waste shall be the sole property of Safety-Kleen.
  - (e) All Material Profiles are and will be true, accurate and complete and the Waste will conform to the Material Profile. If the Waste does not conform to the description contained in the Material Profile or if any packaging and/or marking provided by Customer is not in accordance with Applicable Laws and requirements provided in advance to Customer by Safety-Kleen (i) the Waste will be considered nonconforming; and (ii) Safety-Kleen may, in its sole discretion, refuse to accept or revoke its acceptance of such nonconforming Waste. A revocation of acceptance will operate to vest title, risk of loss and all other incidents of ownership in or to such nonconforming Waste in Customer at the time of revocation. Customer will be subject to a nonconforming Waste charge, including the cost of equipment decontamination and subsequent disposal.
  - (f) The Safety-Kleen service acknowledgement, invoice or similar form signed by Customer will accurately reflect the type and quantity of Wastes generated by Customer and Customer's generator status.
  - (g) When Safety-Kleen provides its nonhazardous parts cleaner, paint gun cleaner, paint waste or fluid recovery service to Customer, the Customer certifies that the solvent, aqueous cleaning solution, paint waste, fluid or other non-hazardous waste ("Nonregulated Waste") has not been and will not be mixed, combined or otherwise blended in any quantity with any material that would render the Nonregulated Waste hazardous under Applicable Laws and certifies that the Nonregulated Waste was generated in the same process that generated the Nonregulated Waste that was sampled and analyzed by Safety-Kleen to qualify the Nonregulated Waste for nonhazardous treatment.
  - (h) Customer is and will remain in compliance with all requirements of Applicable Laws.
6. **Indemnification.** (a) Safety-Kleen agrees to indemnify, hold harmless and defend Customer, its directors, officers, employees and agents from and against any and all liabilities, claims, penalties, forfeitures, suits, and the reasonable costs and expenses incident thereto (including costs of defense, settlement and reasonable lawyers' fees, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions required by law, regulation or order, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law [applicable only in the United States]) (collectively referred to as "Damages"), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Laws, to the extent that such Damages were caused by: (i) Safety-Kleen's breach of any term or provision of this Agreement; (ii) the failure of any representation or warranty of Safety-Kleen to be true, accurate and complete; or (iii) any negligent act or omission or willful misconduct of Safety-Kleen or its employees or agents.
- (b) Customer agrees to indemnify, hold harmless and defend Safety-Kleen, its directors, officers, employees and agents from and against any and all Damages, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Laws, to the extent that such Damages were caused by: (i) Customer's breach of any term or provision of this Agreement; (ii) the failure of any representation or warranty of Customer to be true, accurate and complete; or (iii) any negligent act or omission or willful misconduct of Customer or its employees or agents.
- (c) If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.
- (d) In no event shall either party be liable for any special, indirect, incidental or consequential damages, whether based in contract, warranty, indemnity or tort, negligence or strict liability.
7. **Confidentiality.** Safety-Kleen and Customer, and their respective employees and agents shall treat and maintain as confidential information, and not use or disclose to others during the term of this Agreement, except as is necessary to provide the Services hereunder, any information (including any technical and financial information, experience or data) regarding products, plans, programs, plants, processes, prices, costs, equipment, operations, customers, vendors, or employees which may be disclosed by a Party (the "Disclosing Party") to, or come within the knowledge of, the other Party (the "Receiving Party"), its respective employees and agents in the performance of this Agreement, without the Disclosing Party's prior written consent. The provisions of this section shall not apply to any information referred to in this section which: a) has been published and has become part of the public domain other than by wrongful acts or omissions of Receiving Party, its employees and agents; b) has been furnished or made known to the Receiving Party, its employees or agents, by third parties (other than those acting directly or indirectly for or on behalf of Receiving Party) as a matter of legal right and without restriction on disclosure; c) was in Receiving Party's possession prior to disclosure by the Disclosing Party and was not acquired by Receiving Party, its employees and agents directly or indirectly from the Disclosing Party; or d) is required by law or by any governmental regulatory authority to be disclosed. In the event of a breach or threatened breach

of this section, the Receiving Party agrees that no adequate remedy to enforce compliance may exist at law, and that the Disclosing Party may suffer irreparable harm. Therefore, the Disclosing Party shall be entitled to injunctive relief to enforce the terms hereof. This provision shall in no way limit the Disclosing Party's right to recover damages or exercise any other remedy available to it at law or equity. The Receiving Party shall be responsible for breach of this Section by any of its affiliates, officers, directors, employees and agents.

8. **Force Majeure.** No delay or failure in performance by either party hereto, except for the payment for Services previously performed, shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, unavoidable casualties, expropriation or confiscation of facilities, changes in applicable law, court orders, acts, orders or regulations of any governmental agency, revocation or modification of governmental permits or other required licenses or approvals, war, rebellion, sabotage or riots, unavailability of labor, equipment, supplies, materials or Work, floods, adverse weather conditions, fires, explosions, or other catastrophes, strikes or any other considered acts of employees, lockouts or similar occurrences (collectively, "Force Majeure").
  
9. **Miscellaneous Terms.** Safety-Kleen may delegate, assign or subcontract its rights and/or responsibilities under this Agreement without prior written consent of Customer. Customer may not assign or subcontract its rights and/or responsibilities under this Agreement without Safety-Kleen's prior written approval. This Agreement shall be governed by the laws of the State of Texas. Any waiver by either party of any provision or condition of this Agreement will not be construed or deemed to be a waiver of any other provisions or conditions. If any section of this Agreement is found to be unenforceable, such finding will not affect the enforceability of any other section or the Agreement as a whole. The paragraph headings in this Agreement are inserted for the convenience of the parties only and do not in any manner affect this Agreement. This Agreement, the Schedule(s), and each Material Profile, placement form, service acknowledgement or similar written agreement, constitute the entire agreement between the parties related to the Services or the Waste. The terms of this Agreement will apply to all services and equipment provided by Safety-Kleen to Customer whether or not such service or equipment is listed in a Schedule. The parties agree that preprinted terms and conditions on a Customer purchase or work order will be of no force and effect, even if signed by both parties. No amendment, modification or waiver of any provision of this Agreement will be binding on Safety-Kleen or Customer unless in writing and signed by both parties. Sections 1, 2, 5, 6, 7 and 9 will survive termination of this Agreement.

The parties have read, understand, and agree to be bound by the terms of this Agreement.

CUSTOMER: Solano Community College

SAFETY-KLEEN SYSTEMS, INC.

By :

\_\_\_\_\_  
Signature, Name and Title of Authorized Customer Representative

By :

  
Kevin Hayden, Executive Vice President, Branch Sales and Service

By: Celia Espinoza-Noy Ed. D., Superintendent-President  
Print Name and Title of Authorized Customer Representative

NOTE: To enable quick execution, Safety-Kleen has pre-signed this Universal Services Agreement. Any modifications to this Agreement, however, will render Safety-Kleen's signature null and void unless signed below by a Safety-Kleen authorized representative and accompanied by a stamp of approval from Safety-Kleen's legal department.

Approved as modified:  
SAFETY-KLEEN SYSTEMS, INC.

Approved as to Form:  
SAFETY-KLEEN LEGAL DEPARTMENT

By:	
Title:	
Date:	



**SOLVENT REFRESHING PARTS CLEANER  
SCHEDULE**

This Solvent Refreshing Parts Cleaner Schedule, dated 1 day of July, 2016, is attached to and incorporated in the Universal Services Agreement dated 1 day of July, 2016 ("Agreement") between Safety-Kleen Systems, Inc. ("Safety-Kleen") and Solano Community College ("Customer"). Capitalized terms that are not defined herein will have the meaning given to them in the Agreement.

<b>Customer Name</b>	<b>Service Address</b>	<b>Bill To Address</b>	<b>Phone Number</b>
Solano Community College	1301 Georgia St, Vallejo, CA 94590-5703	1301 Georgia St, Vallejo, CA 94590-5703	707-867-7000
<b>Customer Number</b>	<b>Branch Number</b>	<b>Sales Rep Number</b>	<b>EPA ID Number</b>
SO27483	RSH	52271	CAL000394644

Qty	Unit Of Measure	Part #	Description	Serial #	Dept.	Term	Unit Price
1.0000		26730	MODEL 26 W/STAND 6365	13112295		18	167.48
1.0000		26730	MODEL 26 W/STAND 6365	12111888		18	167.48
1.0000		90837	MODEL 90 W/2387 & 6365	13129605		18	363.00
1.0000		90837	MODEL 90 W/2387 & 6365	13129951		18	363.00

- The Services listed above do not include the removal and management of residual material removed from the distillation chamber of the Equipment, except as provided in paragraph 4(b).
- Customer agrees to use the above listed parts cleaner(s) ("Parts Cleaner(s)") in accordance with the applicable instruction manual. In particular, Customer agrees to (a) refresh the cleaning solvent (by pressing the "Refresh" button) at least daily and before the cleaning solvent becomes too dirty for further use, (b) only use cleaning solvent approved for the Parts Cleaner(s) and provided by Safety-Kleen, (c) use the Parts Cleaner(s) only for washing used lubricating oil (or other "used oil") and associated dirt from parts and (d) not introduce other chemicals or materials (including, but not limited to, kerosene, fuel, oil, gasoline, detergents, solvent or cleaners) into the wash basin or any other part of the Parts Cleaner(s), the cleaning solvent or the Waster Container (defined below).
- If Customer is located in California or any other state or district that does not recognize or classify the residual material removed from the distillation chamber of the Parts Cleaner(s) as used oil, Safety-Kleen as part of the Service will provide Customer with a sixteen (16) gallon container ("Waste Container") to be used for the satellite accumulation of the residue by-product from the distillation process of the Parts Cleaner(s). When the Waste Container becomes full, Safety-Kleen will remove, manifest and transport the Waste Container and will dispose of the contents of the Waste Container in accordance with all Applicable Laws.
- This Schedule Form is effective as of dated: Friday July 1, 2016.

**\*Applicable taxes or similar assessments are not included in the Prices and will be billed separately on invoices.**

CUSTOMER: Solano Community College

SAFETY-KLEEN SYSTEMS, INC.

By :

By :

\_\_\_\_\_  
Signature, Name and Title of Authorized Customer Representative

\_\_\_\_\_  
Signature, Safety-Kleen Employee's Name

By :

*Celia Esposito-Noy, Ed. D., Superintendent - President*  
\_\_\_\_\_  
Print Name and Title of Authorized Customer Representative

By :

\_\_\_\_\_  
Print Safety-Kleen Employee's Name

**WASTE MATERIAL PROFILE SHEET**

Profile No. 1312883

**A. GENERAL INFORMATION**

GENERATOR EPA ID #/REGISTRATION # **CAL000394644** GENERATOR NAME: **Solano Community College Auto Tech**  
 GENERATOR CODE (Assigned by Clean Harbors) **SO27483** CITY **Vallejo** STATE/PROVINCE **CA** ZIP/POSTAL CODE **94590**  
 ADDRESS **1301 Georgia St** PHONE: **(707) 867-7000 x 574**  
 CUSTOMER CODE (Assigned by Clean Harbors) **SO27483** CUSTOMER NAME: **Solano Community College Auto Tech**  
 ADDRESS **1301 Georgia St** CITY **Vallejo** STATE/PROVINCE **CA** ZIP/POSTAL CODE **94590**

**B. WASTE DESCRIPTION**

WASTE DESCRIPTION: **Brake Fluid**

PROCESS GENERATING WASTE: **Discarding Unwanted Material**

IS THIS WASTE CONTAINED IN SMALL PACKAGING CONTAINED WITHIN A LARGER SHIPPING CONTAINER? **No**

**C. PHYSICAL PROPERTIES (at 25C or 77F)**

<b>PHYSICAL STATE</b> SOLID WITHOUT FREE LIQUID POWDER <input checked="" type="checkbox"/> MONOLITHIC SOLID <input checked="" type="checkbox"/> LIQUID WITH NO SOLIDS LIQUID/SOLID MIXTURE % FREE LIQUID % SETTLED SOLID % TOTAL SUSPENDED SOLID SLUDGE GAS/AEROSOL	<b>NUMBER OF PHASES/LAYERS</b> 1 <input checked="" type="checkbox"/> 2 3 TOP <b>90.00</b> % BY VOLUME (Approx.) MIDDLE <b>0.00</b> BOTTOM <b>10.00</b>			<b>VISCOSITY (if liquid present)</b> <input checked="" type="checkbox"/> 1 - 100 (e.g. Water) 101 - 500 (e.g. Motor Oil) 501 - 10,000 (e.g. Molasses) > 10,000		<b>COLOR</b>  varies
	<b>ODOR</b> NONE <input checked="" type="checkbox"/> MILD STRONG Describe:	<b>BOILING POINT °F (°C)</b> <= 95 (<=35) 95 - 100 (35-38) 101 - 129 (38-54) <input checked="" type="checkbox"/> >= 130 (>54)		<b>MELTING POINT °F (°C)</b> < 140 (<60) 140-200 (60-93) > 200 (>93)		<b>TOTAL ORGANIC CARBON</b> <= 1% 1-9% <input checked="" type="checkbox"/> >= 10%
<b>FLASH POINT °F (°C)</b> < 73 (<23) 73 - 100 (23-38) <input checked="" type="checkbox"/> 101 - 140 (38-60) 141 - 200 (60-93) > 200 (>93)	<b>pH</b> <= 2 2.1 - 6.9 <input checked="" type="checkbox"/> 7 (Neutral) 7.1 - 12.4 >= 12.5	<b>SPECIFIC GRAVITY</b> < 0.8 (e.g. Gasoline) <input checked="" type="checkbox"/> 0.8-1.0 (e.g. Ethanol) 1.0 (e.g. Water) 1.0-1.2 (e.g. Antifreeze) > 1.2 (e.g. Methylene Chloride)	<b>ASH</b> < 0.1 0.1 - 1.0 <input checked="" type="checkbox"/> 1.1 - 5.0 5.1 - 20.0		<b>BTU/LB (MJ/kg)</b> < 2,000 (<4.6) 2,000-5,000 (4.6-11.6) <input checked="" type="checkbox"/> 5,000-10,000 (11.6-23.2) > 10,000 (>23.2) Actual:	

**D. COMPOSITION** (List the complete composition of the waste, include any inert components and/or debris. Ranges for individual components are acceptable. If a trade name is used, please supply an MSDS. Please do not use abbreviations.)

CHEMICAL	MIN	MAX	UOM
1,1,1-TRICHLOROETHANE	0.3000000	0.3000000	%
DIETHYLENE GLYCOL MONOETHYL ETHER	0.0000000	98.0000000	%
DIETHYLENE GLYCOL MONOMETHYL ETHER	0.0000000	98.0000000	%
DIMETHYL DIPROPYLENE GLYCOL	0.0000000	98.0000000	%
HEXANE	0.3000000	0.3000000	%
PERCHLOROETHYLENE	1.0000000	1.0000000	%
POLYETHYLENE GLYCOL MONOALKYL ETHER	0.0000000	98.0000000	%
POLYETHYLENE GLYCOL MONOBUTYL ETHER	0.0000000	98.0000000	%
POLYETHYLENE GLYCOL MONOMETHYL ETHER	0.0000000	98.0000000	%
TRICHLOROETHYLENE	0.0000000	1.0000000	%

DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING >1/4" THICK OR >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? YES NO

If yes, describe, including dimensions:

DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES  NO

DOES THIS WASTE CONTAIN OR HAS IT CONTACTED ANY OF THE FOLLOWING; ANIMAL WASTES, HUMAN BLOOD, BLOOD PRODUCTS, BODY FLUIDS, MICROBIOLOGICAL WASTE, PATHOLOGICAL WASTE, HUMAN OR ANIMAL DERIVED SERUMS OR PROTEINS OR ANY OTHER POTENTIALLY INFECTIOUS MATERIAL? YES  NO

I acknowledge that this waste material is neither infectious nor does it contain any organism known to be a threat to human health. This certification is based on my knowledge of the material. Select the answer below that applies:

The waste was never exposed to potentially infectious material. YES NO

Chemical disinfection or some other form of sterilization has been applied to the waste. YES NO

I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. YES NO

I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE SOURCE CODE ASSOCIATED WITH THE WASTE. **G15** SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE. **W219**

**E. CONSTITUENTS**

Are these values based on testing or knowledge?  Knowledge  Testing

If based on knowledge, please describe in detail, the rationale applied to identify and characterize the waste material. Please include reference to Material Safety Data Sheets (MSDS) when applicable. Include the chemical or trade-name represented by the MSDS, and or detailed process or operating procedures which generate the waste.

Brake Services

Please indicate which constituents below apply. Concentrations must be entered when applicable to assist in accurate review and expedited approval of your waste profile. Please note that the total regulated metals and other constituents sections require answers.

RCRA	REGULATED METALS	REGULATORY LEVEL (mg/l)	TCLP mg/l	TOTAL	UOM	NOT APPLICABLE
D004	ARSENIC	5.0				<input checked="" type="checkbox"/>
D005	BARIUM	100.0				<input checked="" type="checkbox"/>
D006	CADMIUM	1.0				<input checked="" type="checkbox"/>
D007	CHROMIUM	5.0				<input checked="" type="checkbox"/>
D008	LEAD	5.0				<input checked="" type="checkbox"/>
D009	MERCURY	0.2				<input checked="" type="checkbox"/>
D010	SELENIUM	1.0				<input checked="" type="checkbox"/>
D011	SILVER	5.0				<input checked="" type="checkbox"/>
<b>VOLATILE COMPOUNDS</b>						
D018	BENZENE	0.5				<input checked="" type="checkbox"/>
D019	CARBON TETRACHLORIDE	0.5				<input checked="" type="checkbox"/>
D021	CHLOROBENZENE	100.0				<input checked="" type="checkbox"/>
D022	CHLOROFORM	6.0				<input checked="" type="checkbox"/>
D028	1,2-DICHLOROETHANE	0.5				<input checked="" type="checkbox"/>
D029	1,1-DICHLOROETHYLENE	0.7				<input checked="" type="checkbox"/>
D035	METHYL ETHYL KETONE	200.0				<input checked="" type="checkbox"/>
D039	TETRACHLOROETHYLENE	0.7	0.7000			<input checked="" type="checkbox"/>
D040	TRICHLOROETHYLENE	0.5	0.5000			<input checked="" type="checkbox"/>
D043	VINYL CHLORIDE	0.2				<input checked="" type="checkbox"/>
<b>SEMI-VOLATILE COMPOUNDS</b>						
D023	o-CRESOL	200.0				<input checked="" type="checkbox"/>
D024	m-CRESOL	200.0				<input checked="" type="checkbox"/>
D025	p-CRESOL	200.0				<input checked="" type="checkbox"/>
D026	CRESOL (TOTAL)	200.0				<input checked="" type="checkbox"/>
D027	1,4-DICHLOROBENZENE	7.5				<input checked="" type="checkbox"/>
D030	2,4-DINITROTOLUENE	0.13				<input checked="" type="checkbox"/>
D032	HEXACHLOROBENZENE	0.13				<input checked="" type="checkbox"/>
D033	HEXACHLOROBUTADIENE	0.5				<input checked="" type="checkbox"/>
D034	HEXACHLOROETHANE	3.0				<input checked="" type="checkbox"/>
D036	NITROBENZENE	2.0				<input checked="" type="checkbox"/>
D037	PENTACHLOROPHENOL	100.0				<input checked="" type="checkbox"/>
D038	PYRIDINE	5.0				<input checked="" type="checkbox"/>
D041	2,4,5-TRICHLOROPHENOL	400.0				<input checked="" type="checkbox"/>
D042	2,4,6-TRICHLOROPHENOL	2.0				<input checked="" type="checkbox"/>
<b>PESTICIDES AND HERBICIDES</b>						
D012	ENDRIN	0.02				<input checked="" type="checkbox"/>
D013	LINDANE	0.4				<input checked="" type="checkbox"/>
D014	METHOXYCHLOR	10.0				<input checked="" type="checkbox"/>
D015	TOXAPHENE	0.5				<input checked="" type="checkbox"/>
D016	2,4-D	10.0				<input checked="" type="checkbox"/>
D017	2,4,5-TP (SILVEX)	1.0				<input checked="" type="checkbox"/>
D020	CHLORDANE	0.03				<input checked="" type="checkbox"/>
D031	HEPTACHLOR (AND ITS EPOXIDE)	0.008				<input checked="" type="checkbox"/>

  

OTHER CONSTITUENTS	MAX	UOM	NOT APPLICABLE
BROMINE			<input checked="" type="checkbox"/>
CHLORINE			<input checked="" type="checkbox"/>
FLUORINE			<input checked="" type="checkbox"/>
IODINE			<input checked="" type="checkbox"/>
SULFUR			<input checked="" type="checkbox"/>
POTASSIUM			<input checked="" type="checkbox"/>
SODIUM			<input checked="" type="checkbox"/>
AMMONIA			<input checked="" type="checkbox"/>
CYANIDE AMENABLE			<input checked="" type="checkbox"/>
CYANIDE REACTIVE			<input checked="" type="checkbox"/>
CYANIDE TOTAL			<input checked="" type="checkbox"/>
SULFIDE REACTIVE			<input checked="" type="checkbox"/>

  

HOCs	PCBs
NONE	<input checked="" type="checkbox"/> NONE
< 1000 PPM	< 50 PPM
<input checked="" type="checkbox"/> >= 1000 PPM	>=50 PPM
	IF PCBs ARE PRESENT, IS THE WASTE REGULATED BY TSCA 40 CFR 761?
	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

**ADDITIONAL HAZARDS**

DOES THIS WASTE HAVE ANY UNDISCLOSED HAZARDS OR PRIOR INCIDENTS ASSOCIATED WITH IT, WHICH COULD AFFECT THE WAY IT SHOULD BE HANDLED?

YES  NO (if yes, explain)

**CHOOSE ALL THAT APPLY**

- |                          |             |                   |   |
|--------------------------|-------------|-------------------|---|
| DEA REGULATED SUBSTANCES | EXPLOSIVE   | FUMING            | OSHA REGULATED CARCINOGENS                            |
| POLYMERIZABLE            | RADIOACTIVE | REACTIVE MATERIAL | <input checked="" type="checkbox"/> NONE OF THE ABOVE |

**F. REGULATORY STATUS**

YES NO USEPA HAZARDOUS WASTE?  
D001 D039 D040 F001 F002

YES NO DO ANY STATE WASTE CODES APPLY?  
029L 343 741 NHX1 WT02  
Texas Waste Code

YES  NO DO ANY CANADIAN PROVINCIAL WASTE CODES APPLY?

YES NO IS THIS WASTE PROHIBITED FROM LAND DISPOSAL WITHOUT FURTHER TREATMENT PER 40 CFR PART 268?  
LDR CATEGORY: **This is subject to LDR.**  
VARIANCE INFO:

YES  NO IS THIS A UNIVERSAL WASTE?

YES NO IS THE GENERATOR OF THE WASTE CLASSIFIED AS CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG)?

YES  NO IS THIS MATERIAL GOING TO BE MANAGED AS A RCRA EXEMPT COMMERCIAL PRODUCT, WHICH IS FUEL (40 CFR 261.2 (C)(2)(II))?

YES  NO DOES TREATMENT OF THIS WASTE GENERATE A F006 OR F019 SLUDGE?

YES NO IS THIS WASTE STREAM SUBJECT TO THE INORGANIC METAL BEARING WASTE PROHIBITION FOUND AT 40 CFR 268.3(C)?

YES NO DOES THIS WASTE CONTAIN VOC'S IN CONCENTRATIONS >=500 PPM?

YES  NO DOES THE WASTE CONTAIN GREATER THAN 20% OF ORGANIC CONSTITUENTS WITH A VAPOR PRESSURE >= .3KPA (.044 PSIA)?

YES  NO DOES THIS WASTE CONTAIN AN ORGANIC CONSTITUENT WHICH IN ITS PURE FORM HAS A VAPOR PRESSURE > 77 KPA (11.2 PSIA)?

YES  NO IS THIS CERCLA REGULATED (SUPERFUND ) WASTE ?

YES  NO IS THE WASTE SUBJECT TO ONE OF THE FOLLOWING NESHAP RULES?  
Hazardous Organic NESHAP (HON) rule (subpart G) Pharmaceuticals production (subpart GGG)

YES  NO IF THIS IS A US EPA HAZARDOUS WASTE, DOES THIS WASTE STREAM CONTAIN BENZENE?  
YES NO Does the waste stream come from a facility with one of the SIC codes listed under benzene NESHAP or is this waste regulated under the benzene NESHAP rules because the original source of the waste is from a chemical manufacturing, coke by-product recovery, or petroleum refinery process?  
YES NO Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) >10 Mg/year?  
What is the TAB quantity for your facility? Megagram/year (1 Mg = 2,200 lbs)  
The basis for this determination is: Knowledge of the Waste Or Test Data Knowledge Testing  
Describe the knowledge :

**G. DOT/TDG INFORMATION**

DOT/TDG PROPER SHIPPING NAME:

UN1992, WASTE FLAMMABLE LIQUIDS, TOXIC, N.O.S., (HEXANE, TETRACHLOROETHYLENE), 3, (6.1), PG III

**H. TRANSPORTATION REQUIREMENTS**

ESTIMATED SHIPMENT FREQUENCY ONE TIME WEEKLY  MONTHLY QUARTERLY YEARLY OTHER

<input checked="" type="checkbox"/> CONTAINERIZED		BULK LIQUID		BULK SOLID	
1-2 CONTAINERS/SHIPMENT		GALLONS/SHIPMENT: 0 Min -0 Max		SHIPMENT UOM: TON YARD	
STORAGE CAPACITY: 3				TONS/YARDS/SHIPMENT: 0 Min - 0 Max	
CONTAINER TYPE:					
PORTABLE TOTE TANK		BOX/CARTON/CASE			
CUBIC YARD BOX		<input checked="" type="checkbox"/> DRUM			
OTHER:		DRUM SIZE: 15			

**I. SPECIAL REQUEST**

COMMENTS OR REQUESTS:

**GENERATOR'S CERTIFICATION**

I certify that I am authorized to execute this document as an authorized agent. I hereby certify that all information submitted in this and attached documents is correct to the best of my knowledge. I also certify that any samples submitted are representative of the actual waste. If Clean Harbors discovers a discrepancy during the approval process, Generator grants Clean Harbors the authority to amend the profile, as Clean Harbors deems necessary, to reflect the discrepancy.

AUTHORIZED SIGNATURE

NAME (PRINT)

TITLE

DATE

**Addendum**

**D. COMPOSITION**

<b>CHEMICAL</b>	<b>MIN</b>	<b>--</b>	<b>MAX</b>	<b>UOM</b>
TRIETHYLENE GLYCOL MONOBUTYL ETHER	0.00000	--	98.000	%
	00		0000	
-----				
TRIETHYLENE GLYCOL MONOETHYL ETHER	0.00000	--	98.000	%
	00		0000	
-----				
TRIETHYLENE GLYCOL MONOMETHYL ETHER	0.00000	--	98.000	%
	00		0000	
-----				

**G. DOT/TDG INFORMATION**

**WASTE MATERIAL PROFILE SHEET**

Profile No. 1312885

**A. GENERAL INFORMATION**

GENERATOR EPA ID #/REGISTRATION # **CAL000394644** GENERATOR NAME: **Solano Community College Auto Tech**  
 GENERATOR CODE (Assigned by Clean Harbors) **SO27483** CITY **Vallejo** STATE/PROVINCE **CA** ZIP/POSTAL CODE **94590**  
 ADDRESS **1301 Georgla St** PHONE: **(707) 867-7000 x 574**  
 CUSTOMER CODE (Assigned by Clean Harbors) **SO27483** CUSTOMER NAME: **Solano Community College Auto Tech**  
 ADDRESS **1301 Georgla St** CITY **Vallejo** STATE/PROVINCE **CA** ZIP/POSTAL CODE **94590**

**B. WASTE DESCRIPTION**

WASTE DESCRIPTION: **Oilly Debris (No Free Liquid)**

PROCESS GENERATING WASTE: **Spill clean up no free liquids with oil, debris, rags and PPE**

IS THIS WASTE CONTAINED IN SMALL PACKAGING CONTAINED WITHIN A LARGER SHIPPING CONTAINER? **No**

**C. PHYSICAL PROPERTIES (at 25C or 77F)**

PHYSICAL STATE	NUMBER OF PHASES/LAYERS				VISCOSITY (If liquid present)	COLOR
	1	2	3	TOP		
<input checked="" type="checkbox"/> SOLID WITHOUT FREE LIQUID				<b>0.00</b>	1 - 100 (e.g. Water)	<b>VARIES</b>
POWDER				<b>0.00</b>	101 - 500 (e.g. Motor Oil)	
MONOLITHIC SOLID				<b>0.00</b>	501 - 10,000 (e.g. Molasses)	
LIQUID WITH NO SOLIDS	% BY VOLUME (Approx.)				> 10,000	
LIQUID/SOLID MIXTURE	MIDDLE					
% FREE LIQUID	BOTTOM					
% SETTLED SOLID	ODOR				MELTING POINT °F (°C)	TOTAL ORGANIC CARBON
% TOTAL SUSPENDED SOLID	NONE				< 140 (<60)	<= 1%
SLUDGE	<input checked="" type="checkbox"/> MILD				140-200 (60-93)	1-8%
GAS/AEROSOL	STRONG				<input checked="" type="checkbox"/> > 200 (>93)	<input checked="" type="checkbox"/> >= 10%
	Describe:					
	BOILING POINT °F (°C)					
	<= 95 (<=35)					
	95 - 100 (35-38)					
	101 - 129 (38-54)					
	>= 130 (>54)					

  

FLASH POINT °F (°C)	pH	SPECIFIC GRAVITY	ASH	BTU/LB (MJ/kg)
< 73 (<23)	<= 2	< 0.8 (e.g. Gasoline)	< 0.1 <input checked="" type="checkbox"/> > 20	< 2,000 (<4.6)
73 - 100 (23-38)	2.1 - 6.9	0.8-1.0 (e.g. Ethanol)	0.1 - 1.0	<input checked="" type="checkbox"/> 2,000-5,000 (4.6-11.6)
101 -140 (38-60)	<input checked="" type="checkbox"/> 7 (Neutral)	1.0 (e.g. Water)	1.1 - 5.0	5,000-10,000 (11.6-23.2)
141 -200 (60-93)	7.1 - 12.4	<input checked="" type="checkbox"/> 1.0-1.2 (e.g. Antifreeze)	5.1 - 20.0	> 10,000 (>23.2)
> 200 (>93)	>= 12.5	> 1.2 (e.g. Methylene Chloride)		Actual:

**D. COMPOSITION** (List the complete composition of the waste, include any inert components and/or debris. Ranges for individual components are acceptable. If a trade name is used, please supply an MSDS. Please do not use abbreviations.)

CHEMICAL	MIN	MAX	UOM
CARTRIDGE OIL FILTERS	0.0000000	50.0000000	%
CLAY ABSORBENTS	40.0000000	50.0000000	%
DEBRIS (RAGS, WIPES, POLYPROPYLENE ABSORBENT)	40.0000000	50.0000000	%
DIRT, SAND AND SOIL	10.0000000	20.0000000	%
GRAVEL	1.0000000	3.0000000	%
OIL, PETROLEUM	10.0000000	25.0000000	%
PPE DEBRIS (PPE GLOVES, MASKS, APRONS AND BAGS)	10.0000000	20.0000000	%

DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING >1/4" THICK OR >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? YES  NO

If yes, describe, including dimensions:

DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES  NO

DOES THIS WASTE CONTAIN OR HAS IT CONTACTED ANY OF THE FOLLOWING; ANIMAL WASTES, HUMAN BLOOD, BLOOD PRODUCTS, BODY FLUIDS, MICROBIOLOGICAL WASTE, PATHOLOGICAL WASTE, HUMAN OR ANIMAL DERIVED SERUMS OR PROTEINS OR ANY OTHER POTENTIALLY INFECTIOUS MATERIAL? YES  NO

I acknowledge that this waste material is neither infectious nor does it contain any organism known to be a threat to human health. This certification is based on my knowledge of the material. Select the answer below that applies:

The waste was never exposed to potentially infectious material. YES NO

Chemical disinfection or some other form of sterilization has been applied to the waste. YES NO

I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. YES NO

I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE SOURCE CODE ASSOCIATED WITH THE WASTE. **G32** SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE. **W319**

**E. CONSTITUENTS**

Are these values based on testing or knowledge?  Knowledge  Testing

If based on knowledge, please describe in detail, the rationale applied to identify and characterize the waste material. Please include reference to Material Safety Data Sheets (MSDS) when applicable. Include the chemical or trade-name represented by the MSDS, and/or detailed process or operating procedures which generate the waste.

Used PPE, wipes, absorbent pads and floor sweep from spill clean up

Please indicate which constituents below apply. Concentrations must be entered when applicable to assist in accurate review and expedited approval of your waste profile. Please note that the total regulated metals and other constituents sections require answers.

RCRA	REGULATED METALS	REGULATORY LEVEL (mg/l)	TCLP mg/l	TOTAL	UOM	NOT APPLICABLE
D004	ARSENIC	5.0				<input checked="" type="checkbox"/>
D005	BARIUM	100.0				<input checked="" type="checkbox"/>
D006	CADMIUM	1.0				<input checked="" type="checkbox"/>
D007	CHROMIUM	5.0				<input checked="" type="checkbox"/>
D008	LEAD	5.0				<input checked="" type="checkbox"/>
D009	MERCURY	0.2				<input checked="" type="checkbox"/>
D010	SELENIUM	1.0				<input checked="" type="checkbox"/>
D011	SILVER	5.0				<input checked="" type="checkbox"/>
<b>VOLATILE COMPOUNDS</b>						
D018	BENZENE	0.5				
D019	CARBON TETRACHLORIDE	0.5				
D021	CHLOROGENZENE	100.0				
D022	CHLOROFORM	6.0				
D028	1,2-DICHLOROETHANE	0.5				
D029	1,1-DICHLOROETHYLENE	0.7				
D035	METHYL ETHYL KETONE	200.0				
D039	TETRACHLOROETHYLENE	0.7				
D040	TRICHLOROETHYLENE	0.5				
D043	VINYL CHLORIDE	0.2				
<b>SEMI-VOLATILE COMPOUNDS</b>						
D023	o-CRESOL	200.0				
D024	m-CRESOL	200.0				
D025	p-CRESOL	200.0				
D026	CRESOL (TOTAL)	200.0				
D027	1,4-DICHLOROGENZENE	7.5				
D030	2,4-DINITROTOLUENE	0.13				
D032	HEXACHLOROGENZENE	0.13				
D033	HEXACHLOROGENZENE	0.5				
D034	HEXACHLOROETHANE	3.0				
D036	NITROGENZENE	2.0				
D037	PENTACHLOROPHENOL	100.0				
D038	PYRIDINE	5.0				
D041	2,4,5-TRICHLOROPHENOL	400.0				
D042	2,4,6-TRICHLOROPHENOL	2.0				
<b>PESTICIDES AND HERBICIDES</b>						
D012	ENDRIN	0.02				
D013	LINDANE	0.4				
D014	METHOXYCHLOR	10.0				
D015	TOXAPHENE	0.5				
D016	2,4-D	10.0				
D017	2,4,5-TP (SILVEX)	1.0				
D020	CHLORDANE	0.03				
D031	HEPTACHLOR (AND ITS EPOXIDE)	0.008				

  

OTHER CONSTITUENTS	MAX	UOM	NOT APPLICABLE
BROMINE			<input checked="" type="checkbox"/>
CHLORINE			<input checked="" type="checkbox"/>
FLUORINE			<input checked="" type="checkbox"/>
IODINE			<input checked="" type="checkbox"/>
SULFUR			<input checked="" type="checkbox"/>
POTASSIUM			<input checked="" type="checkbox"/>
SODIUM			<input checked="" type="checkbox"/>
AMMONIA			<input checked="" type="checkbox"/>
CYANIDE AMENABLE			<input checked="" type="checkbox"/>
CYANIDE REACTIVE			<input checked="" type="checkbox"/>
CYANIDE TOTAL			<input checked="" type="checkbox"/>
SULFIDE REACTIVE			<input checked="" type="checkbox"/>

  

HOCs	PCBs
<input checked="" type="checkbox"/> NONE	<input checked="" type="checkbox"/> NONE
<input type="checkbox"/> < 1000 PPM	<input type="checkbox"/> < 50 PPM
<input type="checkbox"/> >= 1000 PPM	<input type="checkbox"/> >= 50 PPM
IF PCBs ARE PRESENT, IS THE WASTE REGULATED BY TSCA 40 CFR 761?	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

**ADDITIONAL HAZARDS**

DOES THIS WASTE HAVE ANY UNDISCLOSED HAZARDS OR PRIOR INCIDENTS ASSOCIATED WITH IT, WHICH COULD AFFECT THE WAY IT SHOULD BE HANDLED?

YES  NO (if yes, explain)

**CHOOSE ALL THAT APPLY**

- |                          |             |                   |   |
|--------------------------|-------------|-------------------|---|
| DEA REGULATED SUBSTANCES | EXPLOSIVE   | FUMING            | OSHA REGULATED CARCINOGENS                            |
| POLYMERIZABLE            | RADIOACTIVE | REACTIVE MATERIAL | <input checked="" type="checkbox"/> NONE OF THE ABOVE |

**F. REGULATORY STATUS**

YES  NO USEPA HAZARDOUS WASTE? \_\_\_\_\_

YES NO DO ANY STATE WASTE CODES APPLY?  
**352**  
 Texas Waste Code \_\_\_\_\_

YES  NO DO ANY CANADIAN PROVINCIAL WASTE CODES APPLY?  
 \_\_\_\_\_

YES  NO IS THIS WASTE PROHIBITED FROM LAND DISPOSAL WITHOUT FURTHER TREATMENT PER 40 CFR PART 268?  
 LDR CATEGORY: **Not subject to LDR**  
 VARIANCE INFO: \_\_\_\_\_

YES  NO IS THIS A UNIVERSAL WASTE?

YES  NO IS THE GENERATOR OF THE WASTE CLASSIFIED AS CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG)?

YES NO IS THIS MATERIAL GOING TO BE MANAGED AS A RCRA EXEMPT COMMERCIAL PRODUCT, WHICH IS FUEL (40 CFR 261.2 (C)(2)(II))?

YES  NO DOES TREATMENT OF THIS WASTE GENERATE A F006 OR F019 SLUDGE?

YES NO IS THIS WASTE STREAM SUBJECT TO THE INORGANIC METAL BEARING WASTE PROHIBITION FOUND AT 40 CFR 268.3(C)?

YES  NO DOES THIS WASTE CONTAIN VOC'S IN CONCENTRATIONS >=500 PPM?

YES  NO DOES THE WASTE CONTAIN GREATER THAN 20% OF ORGANIC CONSTITUENTS WITH A VAPOR PRESSURE >= .3KPA (.044 PSIA)?

YES  NO DOES THIS WASTE CONTAIN AN ORGANIC CONSTITUENT WHICH IN ITS PURE FORM HAS A VAPOR PRESSURE > 77 KPA (11.2 PSIA)?

YES  NO IS THIS CERCLA REGULATED (SUPERFUND ) WASTE ?

YES  NO IS THE WASTE SUBJECT TO ONE OF THE FOLLOWING NESHAP RULES?  
 Hazardous Organic NESHAP (HON) rule (subpart G)                      Pharmaceuticals production (subpart GGG)

YES NO IF THIS IS A US EPA HAZARDOUS WASTE, DOES THIS WASTE STREAM CONTAIN BENZENE?  
 YES NO Does the waste stream come from a facility with one of the SIC codes listed under benzene NESHAP or is this waste regulated under the benzene NESHAP rules because the original source of the waste is from a chemical manufacturing, coke by-product recovery, or petroleum refinery process?  
 YES NO Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) >10 Mg/year?  
 What is the TAB quantity for your facility? \_\_\_\_\_ Megagram/year (1 Mg = 2,200 lbs)  
 The basis for this determination is: Knowledge of the Waste Or Test Data                      Knowledge                      Testing  
 Describe the knowledge : \_\_\_\_\_

**G. DOT/TDG INFORMATION**

DOT/TDG PROPER SHIPPING NAME:  
**NON-RCRA HAZARDOUS WASTE, SOLIDS, (DIRT, SAND, SOIL, ABSORBENT AND OIL)**

**H. TRANSPORTATION REQUIREMENTS**

ESTIMATED SHIPMENT FREQUENCY ONE TIME WEEKLY MONTHLY QUARTERLY  YEARLY OTHER

<input checked="" type="checkbox"/> CONTAINERIZED		BULK LIQUID		BULK SOLID		
<b>1-5</b>	CONTAINERS/SHIPMENT	GALLONS/SHIPMENT:	<b>0 Min - 0 Max</b>	GAL.	SHIPMENT UOM:	TON YARD
STORAGE CAPACITY:	<b>1</b>				TONS/YARDS/SHIPMENT:	<b>0 Min - 0 Max</b>
CONTAINER TYPE:						
PORTABLE TOTE TANK	BOX/CARTON/CASE					
CUBIC YARD BOX	<input checked="" type="checkbox"/> DRUM					
OTHER:	DRUM SIZE: <b>55</b>					

**I. SPECIAL REQUEST**

COMMENTS OR REQUESTS:

**GENERATOR'S CERTIFICATION**

I certify that I am authorized to execute this document as an authorized agent. I hereby certify that all information submitted in this and attached documents is correct to the best of my knowledge. I also certify that any samples submitted are representative of the actual waste. If Clean Harbors discovers a discrepancy during the approval process, Generator grants Clean Harbors the authority to amend the profile, as Clean Harbors deems necessary, to reflect the discrepancy.

AUTHORIZED SIGNATURE

NAME (PRINT)

TITLE

DATE

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: SERVICE AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE DISTRICT AND ARAMARK  
UNIFORM SERVICES (RENEWAL)

REQUESTED ACTION:

- Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

Board approval is requested for the renewal of services from Aramark Uniform Services for maintaining of work attire and rugs for the Vallejo Auto Tech facility.

The contract is valid from 7/01/2016 until 6/30/2017.

STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy: 1016	Estimated Fiscal Impact: \$4,000
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- APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Maire Morinec, Dean  
Applied Technology & Business

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707 864 7155

TELEPHONE NUMBER

Virginia Guleff, Interim Vice President  
Academic Affairs

VICE PRESIDENT APPROVAL

December 9, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

December 9, 2016  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



Service to ("Customer"): Solano Community College  
 1301 Georgia St  
 Service Address

Bill to: Solano Community College  
 4000 Suisun Valley Rd  
 Billing Address

Vallejo CA 94590  
 City State Zip Code

Fairfield CA 94534  
 City State Zip Code

GARMENTS AND SERVICES ORDERED								
No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE (per item per week)	REPLACEMENT CHARGE (PER ITEM)
	Work Shirt GS-0019 Wearer 11=MED	30		\$0.215	Item	Weekly	\$0.08	\$19.19
	Work Shirt GS-0019 Wearer 22=1xlr	36		\$0.215	Item	Weekly	\$0.08	\$19.19
	Work Shirt GS-0019 Wearer 33=3xlr	20		\$0.215	Item	Weekly	\$0.08	\$19.19
	Work Shirt GS-0019 Wearer 44=4xlr	10		\$0.215	Item	Weekly	\$0.08	\$19.19
	Work Shirt GS-0019 Student 8=Large	24		\$0.215	Item	Weekly	\$0.08	\$19.19
	shirts 1168/1169 4 Blue burg. Navy/White	22		\$0.295	Item	Weekly	\$0.08	\$25.80
	*Rates are to be locked for the length of the 12 month period*							

ALLIED MERCHANDISE AND SERVICES ORDERED						
MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
3x4 Logo Mat	6	\$4.025	Weekly	50%		\$86.25
4x6 Logo Mat	2	6.90	Weekly	50%		\$109.25
3x10 Logo Mat	2	6.90	Weekly	50%		\$218.50
Shop Towel	50	\$0.04	Weekly	100%		\$0.46
Glass Towel	50	07	Weekly	100%	4%	\$1.20

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

ARAMARK Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for <sup>12</sup> consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

(Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Solano Community College 707-864-7167
Name of Customer Customer Phone Number

Celia Esposito-Noy Ed.D
Name & Title of Customer Contact Superintendent/President

By Signature of Authorized Customer Representative Date

upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

Michael A. Lewis II/District Manager
ARAMARK Representative Name & Title

Signature -- ARAMARK Representative

Signature -- ARAMARK General Manager

September 23, 2016

**Addendum for Solano Community College for Service Agreement Dated July 1<sup>st</sup> 2016 for accts:  
792531736 and 792531227**

- Pricing for the above accounts are in effect from July 1<sup>st</sup> 2016 through June 30<sup>th</sup> 2017 (12 months)
- Winter and Spring Breaks (accts) will not be charged for service (Solano Community will provide specific dates to Aramark Uniform Services in advance)
- PO will appear on invoices and give a specific expiration date of June 30<sup>th</sup> 2017
- NEW uniforms (shirts) will be ordered for Rick to include all colors (blue/navy/burgundy/heather grey) listed on the Service Agreement
- ORDER NEW shirts for David Gomez 4 medium (Navy)

Executed by

---

**Michael A. Lewis II** | Aramark | District Manager | Uniform Services | Market Center 517

5000 Forni Dr, Concord CA 94520

P: 925.827.3782 M: 925.518.3293 F: 925.685.0890

EMAIL [lewis-michael2@aramark.com](mailto:lewis-michael2@aramark.com) | WEB [www.aramarkuniform.com](http://www.aramarkuniform.com) | FACEBOOK [aramark](https://www.facebook.com/aramark) | TWITTER [@aramark](https://twitter.com/aramark)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS  
SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

During the Fall 2016 semester in the months of November and December, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**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: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A*

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Virginia Guleff, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

**TELEPHONE NUMBER**

Virginia Guleff, Interim Vice President  
Academic Affairs

**VICE PRESIDENT APPROVAL**

December 9, 2016

**DATE SUBMITTED TO**

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

December 9, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2016 semester in the month of November/December, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**COURSE MODIFICATIONS**

<b>Course</b>	<b>Class Max</b>
(CP16-154) ART 012 Inside/Outside: The Cultures and Identities of Diverse Visual Artists In the U.S.	35
(CP16-155) ATHL 002A Women's Fall Intercollegiate Basketball	25
(CP16-156) ATHL 004 Women's Intercollegiate Soccer (Fall)	25
(CP16-157) ATHL 015 Men's Intercollegiate Baseball	35
(CP16-158) ATHL 016A Men's Intercollegiate Basketball (Fall)	25
(CP16-169) ATHL 018 Intercollegiate Tennis	25
(CP16-187) EMT 213 Emergency Medical Technician (Basic) Refresher	20
(CP16-150) ESL 094 Advanced ESL Integrated Skills	25
(CP16-172) GEOL 001 Physical Geology	30
(CP16-175) GEOL 010 Introduction to Geographic Information Systems	30
(CP16-173) GEOL 002 Geology Laboratory	30
(CP16-174) GEOL 005 Geology of California	30
(CP16-152) PHOT 035 Art of Photography	35
(CP16-149) THEA 005 Applied Drama	20
(CP16-153) THEA 055 Advanced Theatre Touring Company	30
(CP16-170) WELD 100 Introduction to Welding	24
(CP16-171) WELD 500 Special Problems	30

**NEW COURSES**

<b>Course</b>	<b>Class Max</b>
(CP16-184) ATHL 010A Pre-Season Swimming and Diving	20
(CP16-186) ATHL 018A Pre-Season Intercollegiate Tennis	25
(CP16-146) THEA 035 Fundamentals of Musical Theatre: Acting	30
(CP16-159) PHOT 130L Film Photography Practicum	24
(CP16-160) PHOT 170L Beginning Digital Photo Practicum	20
(CP16-161) PHOT 171L Digital Imaging Practicum	20
(CP16-162) PHOT 173L DSLR Videography Practicum	24
(CP16-163) COUN 510 Assessment/Orientation/Planning	30
(CP16-164) WELD 130 Beginning Shielded Metal Arc Welding (Stick 7018/6010 Basic)	24
(CP16-185) WELD 131 Intermediate Shielded Metal Arc Welding (Stick Welding)	24
(CP16-165) WELD 132 Advanced SMAW (Stick Welding)	24
(CP16-166) WELD 136 Beginning Structural Steel and Flux Core Arc Weld (FCAW)	24
(CP16-167) WELD 137 Advanced Structural Steel and Flux Core Arc Weld (FCAW)	24
(CP16-168) WELD 145 Intermediate Pipe Welding 7018 STK (SMAW)	24

## COURSE DELETIONS

### Course

ART 066A Travel Study – Topics in Studio Art  
ART 066B Travel Study – Topics in Art History  
ATHL 017 Men’s Intercollegiate Football (Fall)  
ATHL 020 Men’s and Women’s Intercollegiate Water Polo  
ENGL 005 Advanced Composition  
ENGL 012 Modern Women Writers  
ENGL 014 The Bible as Literature  
ENGL 016 Masterpieces of Western World Literature  
ENGL 025 Introduction to Drama as Literature  
ENGL 033 Survey of African American Literature in the United States  
ENGL 038 The California Experience in Literature  
ENGL 051 Technical Writing  
ENGL 087 Drama in Performance  
ENGL 305 Introductory Reading and Writing  
ENGL 320 Reading Improvement Lab  
ENGL 331 Vocabulary Strategies for Reading Comprehension  
ENGL 350 Reading and Writing Skills for ESL Students  
ENGL 350L English 350 Lab  
ENGL 353Textbook Reading Strategies  
ENGL 355 Writing and Reading Skills  
ENGL 355L English 355 Lab  
ENGL 359 Accelerated English  
ENGL 370 English Fundamentals Lab  
ENGL 370L English Fundamentals Lab  
ENGL 380 Advanced English Fundamentals  
CDFS 101 Sensitive & Critical Topics in ECE  
CDFS 102 Curriculum Development  
CDFS 105 Parenting in a Stressful World  
CDFS 501 Early Childhood Education Children’s Programs  
KINE 002E Aqua Aerobics  
KINE 003C Foil Fencing  
KINE 006B Introduction to Qigong  
KINE 006G Tai Chi  
KINE 007A Beginning Bowling  
KINE 007B Beginning Road Bicycling  
KINE 007C Beginning Mountain Biking  
KINE 008C Beginning Racquetball  
KINE 020F Football Theory and Practice I  
KINE 020G Football Theory and Practice II  
PSYC 010 Psychology of Women  
THEA 034 Musical Theatre

## PROGRAM MODIFICATIONS

(CB16-181) Certified Nursing Assistant Job Direct Certificate

(CB16-189) Industrial Biotechnology Certificate of Achievement

(CB16-177) Theatre Arts Associate of Arts

(CB16-177) Theatre Arts Associate of Arts for Transfer

## **NEW PROGRAMS**

(CB16-145) Biotechnology Laboratory Assistant Certificate of Achievement

(CB16-182) Water Wastewater Fundamentals Certificate of Achievement

(CB16-183) Engineering Associate of Science

## **PROGRAM DELETIONS**

Applied Biotechnology Certificate of Achievement

## **CONSENT ITEMS**

Change wording in catalog under General Education Option A Local District Requirements:

Health and Kinesiology – “Two Kinesiology activity courses or two Intercollegiate Sports or any combination thereof that equates to two exposures *or one of the following: HED 002, 003, KINE 020A, 020V or 020W*”

### Course Number Change

ART 058 Clothed Figure to ART 019B

ART 061 Collage and Assemblage to ART 015B

ART 065 Book Making to ART 015C

BIOT 051 Principles of Biotechnology changed to BIOT 001

CHEM 051 Chemistry for the Health Sciences to CHEM 012

PHOT 073 DSLR Videography to PHOT 045

PHOT 052 Alternative Photography to PHOT 040

THEA 050 Acting for the Camera to THEA 040

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

**TO:** Members of the Governing Board

**SUBJECT:** **CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
CHILD START, NAPA, CALIFORNIA (RENEWAL)**

**REQUESTED ACTION:**

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

**SUMMARY:**

A renewal clinical experience agreement between Solano Community College District and Child Start, Inc., 439 Devlin Road, Napa, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a program providing services to families, children, and home visitation to pregnant women 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 Child Start, Inc., 439 Devlin Road, Napa, California.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: CCR 1427      Board Policy: 3520      Estimated Fiscal Impact: NONE*

**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**

Virginia Guleff, Interim Vice President  
Academic Affairs

**VICE PRESIDENT APPROVAL**  
December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 9, 2016  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Child Start, Inc. (hereinafter known as *AGENCY*) located at 439 Devlin Road, Napa, CA 94588 and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of December 22, 2016.

### RECITALS

- A. *AGENCY* owns and operates a program provides services to families and children including infant/toddler and pre-school in classrooms and homes and a home visiting program for pregnant women (hereinafter referred to as "Program").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *AGENCY*'s Program 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 Program 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.

### 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *AGENCY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *AGENCY* 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 *AGENCY* 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 *AGENCY*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *AGENCY*.
- G. Health Policy. *SCHOOL* shall provide *AGENCY*, prior to a student's arrival at the *AGENCY*, with proof of immunity consistent with *AGENCY* employee health policy and notify the *AGENCY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *AGENCY* would be placed at risk if treated by a particular student, *AGENCY* reserves the right to refuse to allow such student to participate in the clinical experience at *AGENCY*.
- 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 *AGENCY*.
  - 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 client information. No student shall have access to or have the right to receive any child and family record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any client 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 *AGENCY* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *AGENCY* facilities provided by their instructors. Precepted students shall receive an orientation from the *AGENCY*.
- 8) Providing services to the *AGENCY*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *AGENCY*-provided 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 *AGENCY* harmless from all liability and responsibilities therefore.

### **3. AGENCY'S RESPONSIBILITIES**

- A. Clinical Experience. *AGENCY* 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. AGENCY Designee. *AGENCY* shall designate a member of *AGENCY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *AGENCY* shall permit students enrolled in the Program access to *AGENCY* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *AGENCY*. Facilities include space for clinical conferences and access to *AGENCY*'s Library (if available).
- D. Withdrawal of Students. *AGENCY* may request *SCHOOL* to withdraw from the Program any student who *AGENCY* determines is not performing satisfactorily, or who refuses to follow *AGENCY*'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 *AGENCY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *AGENCY* 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. *AGENCY* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *AGENCY* 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. Student shall perform in a training capacity only and shall not be utilized as a substitute for trained professionals employed by the *AGENCY*.
- G. Supervision. In situations of single preceptorships/internships, *AGENCY* shall assume daily supervision of student.

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

The parties agree that all students receiving practicum 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 AGENCY**

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

Debbie Peralez  
Executive Director  
Child Start Inc.  
439 Devlin Rd.  
Napa, CA 94588

Telephone: (707) 252-8931

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D.  
Dean, School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Suisun, California 94585-3197

Telephone (707) 864-7208  
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. *AGENCY* 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 *AGENCY*; (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 *AGENCY*. 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 *AGENCY*, 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.

**AGENCY**

**SCHOOL**

**Child Start, Inc.**

**Solano Community College**

By:

By: Celia Esposito-Noy, Ed.D.

Title:

Title: Superintendent/President

Date:

Date:

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

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

**SUBJECT:** **SOLANO COMMUNITY COLLEGE DISTRICT STUDENT  
TRANSPORTATION FEE (NEW)**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Solano Community College District to require that all Solano Community College students pay a transportation fee for the purpose of providing reduced (50% off) transit fares for students starting in the Spring of 2017. The Student Transportation fee that will allow SCC students to purchase bus passes from all three agencies serving Solano County. The ASSC supported this fee with the hope that this discount will encourage more students to attend SCC. This fee is refundable if all classes are dropped prior to the deadline for refund of the Enrollment Fee.

**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: N/A</i>
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**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, Student Services

**VICE PRESIDENT APPROVAL**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**TRANSPORTATION FEE – Fall 2016 Election**

*“Shall the Solano Community College District Board of Trustees require that all Solano Community College students pay a transportation fee for the purpose of providing reduced (50% off) transit fares for students for the semesters from Spring 2017 through Fall 2019?”*

**Vote “YES” if you are in favor of the Transportation Fee**  
**Vote “NO” if you are opposed to the Transportation Fee**

*If students approve this measure by a simple majority (50 percent plus 1 of those voting), the fee will be implemented as follows:*

Full Time Students: taking 12+ units would pay \$10 per semester - \$20.00 per year  
PT Students: taking 6.5-11.5 units would pay \$8.00 per semester - \$16.00 per year  
PT Students: taking 3.5-6 units would pay \$4.00 per semester - \$8.00 per year  
PT Students: taking 0.5-3 units would pay \$1.50 per semester - \$3.00 per year

**The implementation of this fee would begin Spring of 2017**

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

**TO: Members of the Governing Board**

**SUBJECT: RECOMMENDATION FOR SOLANO COMMUNITY COLLEGE DISTRICT PROCEDURE CHANGE: FEES (BP5080)**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The Solano Community College District Procedure 5080 states:

B. Nonresident tuition – Nonresident students shall be charged nonresident tuition for all units enrolled. Permissive exemptions may be made on a case-by-case basis as deemed appropriate by the Vice President of Finance and Administration and Executive Vice President of Academic and Student Affairs or their designees, when complaint with state law (Education Code Sections 76140 and 76140.5).

*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: 5080</i>	<i>Estimated Fiscal Impact: N/A</i>
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- 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**

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RECOMMENDATION FOR SOLANO COMMUNITY  
COLLEGE DISTRICT PROCEDURE CHANGE: FEES  
(BP5080)**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

F. Health Fee Refund

The Health fee is refundable if all classes are dropped prior to the start of the term.

G. Student Center Fee Refund

The Student Center fee is refundable if all classes are dropped prior to the start of the term.

Board approval is requested to change paragraphs B, F and G to the following, in addition to adding a paragraph H:

B. Nonresident tuition – Nonresident students shall be charged nonresident tuition for all units enrolled. Permissive exemptions may be made on a case-by-case basis as deemed appropriate by the Vice President of Finance and Administration and Vice President of Student Services or their designees, when compliant with state law (Education Code Sections 76140 and 76140.5).

F. Health Fee Refund

The Health fee is refundable if all classes are dropped prior to the deadline for refund of the Enrollment Fee.

G. Student Center Fee Refund

The Student Center fee is refundable if all classes are dropped prior to the deadline for refund of the Enrollment Fee.

H. Student Transportation Fee Refund

The Student Transportation fee is refundable if all classes are dropped prior to the deadline for refund of the Enrollment Fee.

## SOLANO COMMUNITY COLLEGE DISTRICT

### FEES

5080

#### POLICY:

The Board authorizes the following fees. The Superintendent/President shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the college catalogs and updated as needed on the college Website.

#### Enrollment Fee: Education Code Section 76300

Each student shall be charged a fee for enrolling in credit courses as required by law.

#### Auditing Fees: Education Code Section 76370

Persons auditing a course shall be charged a fee of \$15.00 per unit per semester. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

#### Health Fee: Education Code Section 76355

The District shall charge each student a fee of \$13.00 during Spring/Fall terms and \$5.00 during Summer terms for health supervision and services.

#### Parking Fee: Education Code Section 76360

Students shall be required to pay a fee, in an amount not to exceed \$20.00 per Spring/Fall terms and \$6.00 per Summer terms for parking services.

To encourage ridesharing, a student may request, by certifying in writing at the time of payment of the fee, and be eligible for a waiver of parking fees if he or she regularly has two or more passengers commuting with him or her. Students seeking this waiver should contact the Student Development Office.

## SOLANO COMMUNITY COLLEGE DISTRICT

### FEES

5080

Instructional Materials: Education Code Section 76365; Title 5 Sections 59400 et seq.

Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.

Physical Education Facilities: Education Code Section 76395

Where the District incurs additional expenses because a physical education course is required to use non-district facilities, students enrolled in the course shall be charged a fee for participating in the course. Such fee shall not exceed the student's calculated share of the additional expenses incurred by the District.

Transcript Fees: Education Code Section 76223

The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Superintendent President is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record. Rush process transcripts (same day) are assessed a fee of \$7.50 each. Regular process transcripts (ready within ten (10) business days) are assessed a fee of \$2.00 each.

### REFERENCES/

**AUTHORITY:** California Education Code, Sections 66025.3, 70902(b)(9), 76223, 76355, 76360, 76365, 76395, 76370, 76300, et seq.; Title 5, Section 51012, 59400, et seq.; California Community College Chancellor's Office (CCCCO) Student Fee Handbook

**ADOPTED:** December 3, 1986

**REVISED:** February 7, 2001; November 1, 2006; January 18, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT

## STUDENT SERVICES PROCEDURES

### FEES

Policy #5080

#### I. REQUIRED FEES

- A. Enrollment Fee – Each student shall be charged a fee as set forth by the Legislature of the State of California for enrolling in credit courses (Education Code Section 76300; Title 5 Sections 58500 and 58509).
- B. Nonresident tuition – Nonresident students shall be charged nonresident tuition for all units enrolled. Permissive exemptions may be made on a case-by-case basis as deemed appropriate by the Vice President of Finance and Administration and Executive Vice President of Academic and Student Affairs or their designees, when compliant with state law (Education Code Sections 76140 and 76140.5).

#### I. OPTIONAL FEES

- A. The Superintendent-President, or designee, shall present to the Governing Board for approval optional fees for services or other fees authorized by law.
- B. Instructional Material Fees-Students may be required to provide instructional and other materials fees required for a credit or non-credit course. Such materials shall be of continuing value to a student outside of the classroom setting and shall not be solely or exclusively available from the College.

#### III. COLLECTION AND REFUND OF FEES

All fees are processed electronically. Upon a student's status changing in a manner that results in a credit balance, a refund will be generated and a check mailed to the student. All students, resident and non-resident, are responsible for the payment of Enrollment Fees. Non-resident students are also responsible for the payment of Non-resident Tuition.

##### A. Enrollment Fee-Full Term Courses

Through the second week of instruction, 100% of the Community College Enrollment Fee will be refunded. Refunds will not be approved after the second week of instruction.

## SOLANO COMMUNITY COLLEGE DISTRICT

### STUDENT SERVICES PROCEDURES

#### FEES

Policy #5080

B. Enrollment Fee-Short Term Courses and Summer Session Courses

Through 10% of a course, which is calculated using the number of course meetings, 100% of the Community College Enrollment Fee will be refunded.

C. Non Resident Tuition Refunds

Nonresident Tuition is refunded to students who drop classes by the Last Day to Drop for Refund which is roughly 10% of a class.

D. Parking Fee Refund

The Parking Fee is refundable through the second week of instruction for fall and spring terms and through the first week of instruction for summer term. Requests for parking fee refunds require submission of the parking decal which must be returned to the Office of Admissions and Records by the stated deadlines.

E. Photo ID Fee Refund

The Photo I.D. Fee is refundable if the I.D. has not been issued to the student. The student must submit a Request for Refund form with the original no later than the Last Date to Enroll.

F. Health Fee Refund

The Health fee is refundable if all classes are dropped prior to the start of the term.

G. Student Center Fee Refund

The Student Center fee is refundable if all classes are dropped prior to the start of the term.

Governing Board Review: January 18, 2012

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

**TO: Members of the Governing Board**

**SUBJECT: RECOMMENDATION FOR SOLANO COMMUNITY COLLEGE DISTRICT POLICY CHANGE: NOTICE FOR DIRECTORY INFORMATION, BOARD POLICY 5160**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The Solano Community College District Policy 5160 states that “The following categories of information about students are considered directory information: student’s name, date and place of birth, field of study, participation in activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, awards received, and high school of graduation of athletic team members.”

Board approval is requested to extend the definition of Directory Information by adding “Electronic mail address” to the list of categories. Then, the Solano Community College District will ensure that the updated Board approved definition accurately reflects the *Rights to Privacy* statement in the Solano College Catalogs.

**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: 5160</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
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**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**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**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: INITIAL PRESENTATION OF SOLANO COLLEGE  
CHAPTER CCA/CTA/NEA BARGAINING PROPOSAL TO  
THE DISTRICT ON 2017-2018 INTERESTS

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Pursuant the Government Code Section 3547 and for the purpose of public notice (“sunshining”), the Solano College Chapter CCA/CTA/NEA, has submitted its bargaining proposal to the District to work with the District on the Solano College Faculty Association interests. Public comment on such proposal shall be received at the next Governing Board meeting scheduled for January 18, 2017.

The Solano College Faculty Association interests are attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:3547</i>	<i>Board Policy:2010</i>	<i>Estimated Fiscal Impact: Unknown</i>
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SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Mary Jones  
Human Resources

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 9, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

December 9, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

Solano College Chapter CCA/CTA/NEA  
Solano College Faculty Association  
December 21, 2016

The Solano College Chapter CCA/CTA/NEA, Solano College Faculty Association, hereby submits the following initial proposal for the 2017-2018 contract.

The Solano College Faculty Association has an interest in working with the district to:

- implement a fair and reasonable compensation and benefits package to attract and retain quality faculty.
- determine methods of achieving adjunct parity.
- adjust faculty workload in ways that balance needs of students, instructors, and the District.
- define protocols and procedures for peer evaluation.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT BARGAINING PROPOSAL TO THE SOLANO COLLEGE CHAPTER CCA/CTA/NEA ON 2017-2018 INTERESTS

REQUESTED ACTION:

- Information OR  Approval
- Consent OR  Non-Consent

SUMMARY:

The Solano Community College District and the Solano College Chapter CCA/CTA/NEA, are preparing to enter into negotiations for the period 2017-2018.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547

Board Policy:2010

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL  DISAPPROVAL
- NOT REQUIRED  TABLE

Mary Jones  
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

December 9, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

December 9, 2016

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO:** Members of the Governing Board

**SUBJECT:** INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE SOLANO COLLEGE CHAPTER CCA/CTA/NEA ON 2017-2018 INTERESTS

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This item introduces the District’s proposal to the Solano College Chapter CCA/CTA/NEA for the purpose of public notice (“sunshining”) to work with the Solano College Faculty Association on the following interest.

The District’s interest is the consideration of contract amendments that support academic excellence, fiscal stability, a positive work environment and a clear understanding of the roles and responsibilities of both faculty and management.

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for January 18, 2017.

**STUDENT SUCCESS IMPACT:**

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #211 ON 2017-2020 INTERESTS

REQUESTED ACTION:

- Information OR  Approval
- Consent OR  Non-Consent

SUMMARY:

The Solano Community College District and the California School Employees Association, Chapter #211, are preparing to enter into negotiations for the period 2017-2020.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547 Board Policy:2010 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Mary Jones  
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

December 9, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

December 9, 2016  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #211 ON 2017-2020 INTERESTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This item introduces the District’s proposal to the California School Employees Association, Chapter #211 for the purpose of public notice (“sunshining”) to work with the California School Employees Association, Chapter #211 on the following interest.

The District’s interest is in the review, reorganization and reconsideration of all contract articles.

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for January 18, 2017.

**STUDENT SUCCESS IMPACT:**

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

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

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

**SUBJECT:** **RECOMMENDATION FOR NEW SOLANO COMMUNITY COLLEGE DISTRICT POLICY AND PROCEDURE: SHOWER FACILITIES FOR HOMELESS STUDENTS (BP 5220 & AP 5220)**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to add Solano Community College District Policy and Procedure 5220 that states “The Superintendent/President shall establish procedures necessary to make on-campus shower facilities available to any homeless student who is enrolled in credit coursework, has paid enrollment fees, and is in good standing with the district.”

Recommendation for the new SCCD Policy and Procedure 5220 are being presented for information only and will be presented for Board approval on January 18, 2017.

**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: 5220</i>	<i>Estimated Fiscal Impact: N/A</i>
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**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**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

## **BP 5220 SHOWER FACILITIES FOR HOMELESS STUDENTS**

The Superintendent/President shall establish procedures necessary to make on-campus shower facilities available to any homeless student who is enrolled in credit coursework, has paid enrollment fees, and is in good standing with the district.

References: Education Code Section 76011

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**Adopted:**

DRAFT

## **AP 5220 SHOWER FACILITIES FOR HOMELESS STUDENTS**

The district maintains shower facilities on campus for student use that may be used by any homeless student who is enrolled in credit coursework, has paid enrollment fees, and is in good standing with the district.

A homeless student is defined as a student who does not have a fixed, regular, and adequate nighttime residence. This includes, but is not limited to, students who: are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to lack of alternative accommodations; are living in emergency or transitional shelters; have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings; or are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

Shower facilities are located at the Fairfield campus, Bldg. 1700 and are available for use by homeless students Monday-Friday 8:30am-5:00pm when classes are in session. In the event that these hours conflict with the hours of an intercollegiate athletic program or special events, the district will post alternative hours to use the facilities. The District has identified preferred hours of use Monday through Friday 10:00am-12:00pm when classes are in session. Operating hours for the use of facilities are available on the District's website.

References: Education Code Section 76011;  
Nov, 2016

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

**TO: Members of the Governing Board**

**SUBJECT: INITIAL READING OF BOARD POLICIES - 6000 SERIES**

**REQUESTED ACTION:**

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

**SUMMARY:**

The 6000 Series of the Solano Community College District has been reviewed by Academic Senate, College Governance Council, and the Board Subcommittee, and is being presented as an Information Only item. Board approval will be requested at the January 18, 2017 Governing Board Meeting.

**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>	<i>N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input checked="" type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>
Celia Esposito-Noy, Ed.D. Superintendent-President			
<b>PRESENTER'S NAME</b>			
4000 Suisun Valley Road Fairfield, CA 94534			
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President	
707-864-7299			
<b>TELEPHONE NUMBER</b>		December 13, 2016	
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>	
December 13, 2016		<b>SUPERINTENDENT-PRESIDENT</b>	
<b>DATE SUBMITTED TO</b>			
<b>SUPERINTENDENT-PRESIDENT</b>			