

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

**EMPLOYMENT 2019-2020**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Zachary Hammond	Student Services Assistant II (Financial Aid)	10/03/2019
Kate Larot	Student Services Assistant II (Financial Aid)	10/03/2019
Mamie Newson	Account Specialist I	10/03/2019

**Part-Time Adjunct Assignment (Emergency Hire)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Courtney Nelson	Adjunct English Instructor (not to exceed 67% FTE)	09/24/19-12/31/19

**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>
Sheila Agno	Clinical Skills Lab	General Fund	10/03/19 – 05/30/20	\$69.05/hr.
Jason W. Barker	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Robert D. Bartoli	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Stephan T. Bowman	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Steven D. Bristow	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.

**Mary Jones**  
Human Resources

September 21, 2019

**Date Submitted**

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

October 2, 2019

**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

October 2, 2019

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**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>
Theresa Brunner	FT3 Planning Comm	Student Equity	07/01/19 – 06/30/20	\$60.69/hr.
Brian Buathier	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Ashley J. Burruss	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Ted Collins	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Iman Ereiqtat	NSF STEM Scholars Webmaster-Special Project	NSF / STEM Grant	10/03/19 – 06/30/20	\$25.00/hr.
David Fernandez	Assistant Coach – Baseball	General Fund	10/03/19 – 05/31/20	\$16.66/hr.
Matthew W. Fields	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Jessica L. Fleshman	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
James R. Franceschi	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Anthony J. Fray	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Zachary Glankler	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
John J. Hurley, Jr.	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Jarrold Infante	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Ricardo Irizarry	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
John Jansen	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Shilah Johnson	ASTC Instructional Assistant	Basic Skills	10/03/19 – 6/30/20	\$16.56/hr.
John Jurado	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Allyn R. Kemp	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Drew Kostal	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Matthew Lage	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Taylor Lee	Intermediate Interpreter-Level 1	General Fund	10/05/19 – 06/15/20	\$14.00/hr.
Brad L. Lopez	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Gary M. Mahlberg	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

October 2, 2019

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**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>
Kevin Marks	Assistant Soccer Coach	Soccer Trust	08/08/19 – 06/30/20	\$69.05/hr.
Dean Martin	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Jennifer McDevitt	Assistant Coach - Driver	General Fund	10/03/19 – 06/30/20	\$16.66/hr.
Jorge A. Merodio	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Bryan Mihelick	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Jon M. Miller	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Todd Brian Moore	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
John Muraoka	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Jerry D. Pagala	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Thomas Purcell, Jr.	Assistant Coach – Tennis	General Fund	10/03/19 – 05/31/20	\$16.66/hr.
Troy Rondeau	Assistant Coach – Tennis	General Fund	10/03/19 – 05/31/20	\$16.66/hr.
Jeffrey S. Ryder	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Melvin L. Self, Jr.	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Mindy G. Simpson	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
John Sturdee	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Elaine Talley	Clinical Skills Lab	General Fund	10/03/19 – 05/30/20	\$60.62/hr.
Grant T. Tokiwa	Journey Level Asst – Fire Academy	General Fund	01/06/20 – 06/30/20	\$25.00/hr.
Darryl Zadnik	Curriculum Development	Perkins	08/08/19 – 08/30/19	\$60.69/hr.
Dmitriy Zhiv	FT3 Planning Comm	Student Equity	07/01/19 – 06/30/20	\$71.72/hr.

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Effective</u></b>	<b><u>Assignment</u></b>
Brandon Dodson	Liberal Arts	10/03/19-12/19/19	Classroom Assistant

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

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

**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs  
 David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Max Baluyev	Violin instruction for Applied Music students eight (8) hours maximum for each of two students.	10/05/19 – 12/14/19	Not to exceed \$800
Jennifer Metz	Cello instruction for Applied Music student; eight (8) hours maximum.	10/03/19 – 12/09/19	Not to exceed \$400
ScopeWave, LLC	Perform Program Coordination activities on the Governor’s Office CASCADE II Grant Project	10/03/19 – 06/30/20	Not to exceed \$43,400

**Student Services  
 Robert Diamond, Vice President, Finance & Administration**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Richard Aimes	Deliver “HypnoPalooza” and Stress Reduction Clinic on 11/14/2019	11/14/2019	Not to exceed \$1,595.00
Skip Horner	Performance of “Climbing your 7 Summits: Reaching Your Highest Goals.” A 60-minute workshop with up to 30 minutes of Q&A	10/10/2019	Not to exceed \$3,000.00

**Robert V. Diamond**  
 Vice President, Finance & Administration  
 September 20, 2019  
**Date Submitted**

**Celia Esposito-Noy, Ed.D.**  
 Superintendent-President  
 October 2, 2019  
**Date Approved**

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

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

**SUBJECT:** **DONATIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

<u><b>NAME AND ADDRESS</b></u>	<u><b>ITEM AND ESTIMATED VALUE</b></u>	<u><b>RECEIVING DEPARTMENT</b></u>
Sarah & Chris Daly 1759 Nantucket Court Fairfield, CA 94534	Portable Microwave (\$107.29)	Associated Students

Request for the review and acceptance of the donation of a portable microwave to be housed in the building 1400 cafeteria for use by students and staff.

**STUDENT SUCCESS IMPACT:**

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

*Government Code:* \_\_\_\_\_ *Board Policy:* 3350 *Estimated Fiscal Impact:* \$ In Kind Gifts

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

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance & Administration

**VICE PRESIDENT APPROVAL**

September 20, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 2, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: NEW CSEA POSITION DESCRIPTION - ACCOUNT CLERK

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The following job description is presented for Governing Board approval. The attached job description establishes a new Accounting Technician position. Account Clerk is the entry level in the accounting series of positions and typically assigned to cashiering and student accounts, with support provided to accounts payable, accounts receivable, and reconciliations. This position will be placed at Range 12 of the CSEA Salary Schedule.

**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: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$46,383.12 and Health and Welfare Benefits

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

September 21, 2019

**VICE PRESIDENT APPROVAL**

September 21, 2019  
**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

October 2, 2019  
**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

# Account Clerk Job Description

## Job Description:

Account Clerks have primary responsibility for an accounting function such as cashiering and student accounts. Incumbents may provide guidance to student assistants and temporary personnel. Account Clerks provide assistance to Accounting Technicians in support accounts payable, accounts receivable, and reconciliations.

## Distinguishing Characteristics:

Account Clerk is the entry level in the accounting series of positions and typically assigned to cashiering and student accounts, with support provided to accounts payable, accounts receivable, and reconciliations. A typical promotional opportunity for an Account Clerk is to the Accounting Technician classification, which is primarily responsible for accounts payable, accounts receivable, and reconciliations. Incumbents also provide guidance for Account Clerks.

## Responsibilities:

Essential duties and responsibilities include the following.

- Perform cashiering and related activities
- Issue student ID cards
- Complete various activities for student accounts, including related collections and payments
- Collect and receipt checks and cash payments to the District; determine appropriate budget code and recap receipts; accept deposits from other departments and payments sent by mail.
- Process checks returned by banks for non-sufficient funds by reversing general ledger posting, forwarding detailed information to collection agency, coordinating with collection agency and debtor regarding plan for payment, and maintaining detailed documentation regarding transactions.
- Perform reception duties for Fiscal Services, providing information and assistance to callers and visitors as requested; provide switchboard relief as needed.
- Count monies collected and balance to receipts; prepare bank deposits according to established procedures.
- Receive and review requests for revolving cash checks; assure proper documentation; generate, disburse and process checks for payment.
- Perform a variety of technical accounting tasks using micro and mainframe computers and peripheral equipment, calculator, copier and other office machines.
- Communicate with District employees, administrators, students, vendors and others regarding financial transactions and accounts to obtain and provide information, correct discrepancies and resolve accounting and processing problems.

- Prepare and maintain financial and statistical records using computer equipment; prepare, generate and distribute reports, lists and summaries according to established schedules.
- Participate in software conversions, including testing and technical problem solving; identify software problems and work with the District's Computer Services department and the software support company to correct problems.
- Assist other accounting staff as needed for special projects and peak workload periods; provide assistance to independent auditors as needed.
- Retrieve documents and information from remote storage locations.
- Lift, lower and transport bags of coins and cash weighing up to 50 pounds from one location to another.
- Transport signed and unsigned checks between the District office and the County Office of Education.
- Perform related job-related duties as assigned
- **Secondary activities:** Provide assistance in support of accounts receivable, accounts payable, or reconciliations
- **Lead activities:** Train and provide work direction to student assistants and temporary personnel as assigned.

**QUALIFICATIONS:** The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and Experience Guidelines:** Any combination of education, experience and training that provides the required knowledge and abilities is qualifying. Typical ways to obtain the knowledge and abilities would be:

- Graduation from high school supplemented by college courses in financial and managerial accounting AND one year of financial and statistical recordkeeping experience which includes the operation of an ERP systems, OR
- An AA degree from an accredited institution and 12 semester units in accounting, OR
- Any combination of education or work experience that will meet the professional requirements.

### Knowledge, Skills and Abilities:

#### **Demonstrated knowledge of:**

- Fund accounting and generally accepted accounting principles.
- Financial and statistical recordkeeping techniques
- Modern office practices and procedures
- Operate mainframe computer terminals and microcomputers including word processing, data base management and spreadsheet software.

- Operate office equipment including an electronic keyboard accurately at 45 words per minute.
- Meet demanding schedules and timelines.
- Plan and organize work to meet multiple demanding schedules and timelines.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Work independently with minimal supervision.
- Perform assigned work with speed and accuracy.
- Prepare and maintain complete and accurate financial records and reports.

**Language Skills:**

- Ability to read, analyze, and interpret general business periodicals, journals, technical procedures, or governmental regulations.
- Ability to read, interpret, apply and explain program policies and requirements.
- Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to effectively present technical information in person or on the telephone to students, staff and the public.

**Mathematical Skills:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Make arithmetic calculations quickly and accurately.
- Identify and correct numerical discrepancies.

**Reasoning Ability:**

- Ability to apply technical knowledge and understanding to carry out instructions furnished in written, oral, or diagram form, including federal and State regulations and District policies and procedures.
- Ability to deal effectively with technical problems involving several individuals and variables in an independent manner.
- Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.
- Ability to exercise good judgment, discretion, tact and courtesy in the handling of confidential and sensitive matters.

**Physical Demands:** While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in

person. An employee in this classification routinely performs work duties and attends work-related meetings at other campus locations. Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

**Work Environment:** The work assigned to this classification is typically performed in an office environment. Some positions in this class work in a cold vault to count money and prepare bank deposits. While performing the duties of this classification, the employee frequently is exposed to the hazards of working with video display terminals, and risks of contacts with irate persons who disagree with college charges or fines. The employee in this classification handles cash and checks and is therefore exposed to the hazards of physical violence surrounding theft. The work environment is usually quiet but is sometimes moderately noisy because of noise from equipment or sounds of voices.

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CSEA POSITION DESCRIPTION - PAYROLL ASSISTANT**

**REQUESTED ACTION:**

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

**SUMMARY:**

The following job description is presented for Governing Board approval. The attached job description establishes a new Accounting Technician position. Payroll Assistant is the entry-level position within the series. A new hire may be placed as either a Payroll Assistant or a Payroll Generalist, depending on their qualifications. This position will be placed at Range 13 of the CSEA Salary Schedule.

**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:88009</i>	<i>Board Policy:4010, 4720</i>	<i>Estimated Fiscal Impact: \$48,379.92 and Health and Welfare Benefits</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**

September 21, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

October 2, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Payroll Assistant

Payroll Assistant is the entry-level position within the series. A new hire may be placed as either a Payroll Assistant or a Payroll Generalist, depending on their qualifications. Incumbents hired and classified as a Payroll Assistant may ask for a reclassification to Payroll Generalist after (1) meeting the qualifications of a Payroll Generalist, and (2) two years employment as a Payroll Assistant with satisfactory evaluations. Incumbents perform clerical and technical payroll duties under close supervision while they accomplish the following key skills set:

- Learn systems, procedures, and policies
- Develop technical, teamwork, and interpersonal skills
- Demonstrate initiative and professional office behavior
- Collect and process time reports, overtime reports, and absence reports
- Run payroll processes for temporary employees and student help
- Track and report temporary employee time utilization for maximum days and hours
- Assist the Payroll Supervisor with year-end processes
- Assist the Payroll Generalists and Supervisor with other payroll tasks
- Communicate effectively verbally and in writing
- Demonstrate strong customer service skills and exhibit professional behavior
- Other duties as assigned

**QUALIFICATIONS:** The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and Experience Guidelines:** Any combination of education, experience and training that provides the required knowledge and abilities is qualifying. Typical ways to obtain the knowledge and abilities would be:

- Graduation from high school supplemented by college courses in financial and managerial accounting AND one year of financial and statistical recordkeeping experience which includes the operation of an ERP systems, OR
- An AA degree from an accredited institution and 12 semester units in accounting, OR
- An earned Fundamental Payroll Certification (FPC) from the American Payroll Association, OR
- Any combination of education or work experience that will meet the professional requirements.

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CSEA POSITION DESCRIPTION - ACCOUNTING  
 TECHNICIAN**

**REQUESTED ACTION:**

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

**SUMMARY:**

The following job description is presented for Governing Board approval. The attached job description establishes a new Accounting Technician position. Accounting Technicians are considered the journey level in the accounting series of positions and typically assigned to accounts payable, accounts receivable, and reconciliations. This position will be placed at Range 15 of the CSEA Salary Schedule.

**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: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$52,839.36 and Health and Welfare Benefits</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**

**VICE PRESIDENT APPROVAL**

September 21, 2019

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

October 2, 2019  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

# Accounting Technician Job Description

## Job Description:

Accounting Specialists have primary responsibility for an accounting function such as accounts payable, accounts receivable, or reconciliations. Incumbents provide guidance to account clerks, student assistants, and other personnel. Accounting Specialists provide assistance to accountants in support of general ledger activities, categorical programs, grants, and bond-related activities.

## Distinguishing Characteristics:

Accounting Technicians are considered the journey level in the accounting series of positions and typically assigned to accounts payable, accounts receivable, and reconciliations. Incumbents also provide guidance for Account Clerks, student workers, and temporary personnel. A typical promotional opportunity for an Accounting Technician is to the Accountant classification, which is primarily responsible for general ledger activities, categorical programs, grants, and bond-related activities.

## Responsibilities:

Essential duties and responsibilities include the following.

- Perform any functions related to accounts payable
- Perform any functions related to accounts receivable
- Complete bank reconciliations
- Process travel requests and/or payments
- Coordinate with administrators in the development and control of various accounts; interact with administrators, governmental agencies and others in an independent manner to research, analyze and solve complex accounting issues.
- Verify budget to purchase items and verify budget for direct pay/pay voucher requests. When necessary submit requests for warrant processing. Ensure that appropriate budget manager approves each request and that the appropriate account code is utilized.
- Receive and review requests for revolving cash checks; assure proper documentation; disburse and process checks for payment; and calculate reimbursement to district funds where appropriate.
- Prepare records and reports including financial statements, reimbursement claims and reconciliations.
- Perform annual accounting duties in the development, structure and control of the budgets and fiscal closing activities for various funds.
- Perform a variety of year-end general ledger closing activities; analyze financial data and prepare financial reports as needed.

- Perform complex and technical general ledger work using micro and mainframe computers, peripheral equipment, and various spreadsheets and accounting software.
- Research, analyze and interpret laws, regulations and contracts to assure the District's legal compliance; coordinate, oversee and participate in revising policies, procedures and practices to correct non-compliance.
- Communicate with District staff and administrators, vendors, financial institutions and others to represent the District in the exchange of information, correction of discrepancies and resolution of accounting compliance issues.
- Prepare, review and assure the accuracy of records, reports, lists and summaries related to assigned accounting functions.
- Research, investigate and use independent judgment to resolve problems related to incomplete or incorrect financial data; resolve discrepancies, obtain required authorizations and assure accurate recording of financial transactions.
- Organize and develop processing schedules for Revolving Accounts in coordination with the District's Computer Services, the County Office of Education and others as needed.
- Coordinate, oversee and participate in software conversions, including testing and technical problem solving; identify software problems and work with the District's Computer Services department and the software support company to correct problems.
- Respond to requests from independent auditors; provide information and assistance as requested.
- Perform related job-related duties as assigned
- **Secondary activities:** Provide assistance to accountants in support of general ledger activities, categorical programs, grants, and bond-related activities.
- **Lead responsibilities:** Train and provide work direction to student assistants, account clerks, and other personnel as assigned.

**QUALIFICATIONS:** The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and Experience Guidelines:** Any combination of education, experience and training that provides the required knowledge and abilities is qualifying. Typical ways to obtain the knowledge and abilities would be:

- Two years of experience at Solano Community College as an Account Clerk, OR
- An AA degree from an accredited institution and 12 semester units in accounting AND one year of financial and statistical recordkeeping experience which includes the operation of an ERP systems. Additional education may be substituted for the experience requirement with 30 semester units considered the equivalent on one year of experience, OR
- A bachelor's degree in any field, with at least 12 semester units in accounting
- Any combination of education or work experience that will meet the professional requirements.

## Knowledge, Skills and Abilities:

### **Demonstrated knowledge of:**

- Fund accounting and generally accepted accounting principles.
- Financial and statistical recordkeeping techniques
- Modern office practices and procedures
- Operate mainframe computer terminals and microcomputers including word processing, data base management and spreadsheet software.
- Operate office equipment including an electronic keyboard accurately at 45 words per minute.
- Meet demanding schedules and timelines.
- Plan and organize work to meet multiple demanding schedules and timelines.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Work independently with minimal supervision.
- Perform assigned work with speed and accuracy.
- Prepare and maintain complete and accurate financial records and reports.

### **Language Skills:**

- Ability to read, analyze, and interpret general business periodicals, journals, technical procedures, or governmental regulations.
- Ability to read, interpret, apply and explain program policies and requirements.
- Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to effectively present technical information in person or on the telephone to students, staff and the public.

### **Mathematical Skills:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Make arithmetic calculations quickly and accurately.
- Identify and correct numerical discrepancies.

### **Reasoning Ability:**

- Ability to apply technical knowledge and understanding to carry out instructions furnished in written, oral, or diagram form, including federal and State regulations and District policies and procedures.

- Ability to deal effectively with technical problems involving several individuals and variables in an independent manner.
- Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.
- Ability to exercise good judgment, discretion, tact and courtesy in the handling of confidential and sensitive matters.

**Physical Demands:** While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at other campus locations. Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

**Work Environment:** The work assigned to this classification is typically performed in an office environment. Some positions in this class work in a cold vault to count money and prepare bank deposits. While performing the duties of this classification, the employee frequently is exposed to the hazards of working with video display terminals, and risks of contacts with irate persons who disagree with college charges or fines. The employee in this classification handles cash and checks and is therefore exposed to the hazards of physical violence surrounding theft. The work environment is usually quiet but is sometimes moderately noisy because of noise from equipment or sounds of voices.

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CSEA POSITION DESCRIPTION - PAYROLL  
GENERALIST**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The following job description is presented for Governing Board approval. The attached job description establishes a new Accounting Technician position. Payroll Generalist is the journey-level position within the series. A new hire may be placed as either a Payroll Assistant or a Payroll Generalist, depending on their qualifications. This position will be placed at Range 16 of the CSEA Salary Schedule.

**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:88009</i>	<i>Board Policy:4010, 4720</i>	<i>Estimated Fiscal Impact: \$55,389.36 and Health and Welfare Benefits</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**

September 21, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

October 2, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Payroll Generalist

Payroll Generalist is the journey-level position in the Payroll series. A new hire may be placed as either a Payroll Assistant or a Payroll Generalist, depending on their qualifications. Incumbents hired and classified as a Payroll Assistant may ask for a reclassification to Payroll Generalist after (1) meeting the qualifications of a Payroll Generalist, and (2) two years employment as a Payroll Assistant with satisfactory evaluations. Incumbents perform complex technical duties under limited supervision and are expected to:

- Perform any duties of a Payroll Assistant
- Process monthly payroll for regular employees
- Evaluate and report PERS and/or STRS contributions and corrections
- Process employee benefit payments
- Process and submit forms 1095, W-2, and 941 and other federal forms
- Process and submit forms DE-9, DE-9423, and other state forms
- Assist the Payroll Supervisor with year-end processes
- Analyze and apply complex payroll laws
- Demonstrate high levels of productivity
- Resolve transactional issues and complex technical problems
- Analyze procedures and policies and make recommendations for improvements
- Assist the Payroll Assistants and Supervisor with other payroll tasks
- Communicate effectively verbally and in writing
- Demonstrate strong customer service skills and exhibit professional behavior
- Other duties as assigned

**QUALIFICATIONS:** The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and Experience Guidelines:** Any combination of education, experience and training that provides the required knowledge and abilities is qualifying. Typical ways to obtain the knowledge and abilities would be:

- An AA degree from an accredited institution and 12 semester units in accounting AND three years payroll and/or benefits processing experience in college, public, and/or private agencies. Additional payroll and/or benefits experience may be substituted for education, with one year of experience counting as 30 semester units.
- An earned Certified Payroll Professional (CPP) designation from the American Payroll Association, OR
- Two years as a Payroll Assistant at Solano Community College as a Payroll Assistant, OR
- Any combination of education or work experience that will meet the professional requirements.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CSW/ST2 FOR PROFESSIONAL SERVICES FOR THE UPDATE OF UNDERGROUND UTILITY MAPS**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the award of a professional services contract to CSW/Stuber-Stroeh Engineering Group, Inc. (CSW/ST2) for all engineering services required for updating the District's underground utility maps. The updated maps will include the Fairfield Campus, Vacaville Center, and Vallejo Center.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$5,700 Measure Q Funds</i>
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<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 Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert Diamond  
 VP, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 20, 2019

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

**Dr. Celia Esposito-Noy**  
 Superintendent-President

September 20, 2019  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CSW/ST2 FOR PROFESSIONAL  
SERVICES FOR THE UPDATE OF UNDERGROUND  
UTILITY MAPS**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The underground utility maps were last updated on August 29, 2017 by CSW/ST2, this update will incorporate any changes since that date.

The Board is asked to approve a professional services contract to CSW/Stuber-Stroeh Engineering Group, Inc., (CSW/ST2) in the amount not to exceed \$5,700.

The agreement 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 M. ARTHUR GENSLER JR. & ASSOCIATES, INC. (GENSLER) FOR PROFESSIONAL SERVICES FOR FACILITIES MASTER PLANNING SERVICES**

**REQUESTED ACTION:**

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

**SUMMARY:**

On April 2, 2014 the Board approved the Facilities Master Plan to provide a roadmap for facilities development in order to support the goals and strategies of the District’s Education Master Plan. The approved Facilities Master Plan is a dynamic document, which requires updating to align it with recently updated educational plans, bond program accomplishments, and changing student and campus needs.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$285,000 Redevelopment 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**

Robert V. Diamond  
 V.P., Finance & Administration

**VICE PRESIDENT APPROVAL**

September 20, 2019

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

**Dr. Celia Esposito-Noy**  
 Superintendent-President

October 2, 2019

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO M. ARTHUR GENSLER JR. & ASSOCIATES, INC. (GENSLER) FOR PROFESSIONAL SERVICES FOR FACILITIES MASTER PLANNING SERVICES**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Master planning for community colleges is facing challenges as new State Law prohibits firms that develop master plans from working on the projects defined by the master plan. Several firms declined to propose on that basis.

After review with the executive team, purchasing & contracts department, legal counsel, other community colleges, and Measure Q Steering Committee, a short discovery phase was approved with this highly recommended and experienced firm. At the end of that discovery phase, this proposal was developed and due diligence performed by District staff.

Gensler will be tasked with updating the 2014 Facilities Master Plan (FMP), which will include the following efforts and more, coordinating a planning process, analyzing and assessing existing site and facilities, conducting campus forums and online surveys, analyzing educational planning data, aligning FMP with updated educational and strategic plans, updating master plan space programs for each campus, exploring options for future development.

District staff recommend and request that the Governing Board approve a contract to Gensler for a not to exceed the amount of \$285,000.

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(FACILITIES MASTER PLANNING)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 2<sup>nd</sup> day of October, 2019 by and between the Solano Community College District, ("District") and **M. Arthur Gensler Jr. & Associates, Inc. (Gensler)** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

**Services.** The Consultant shall provide **FACILITIES MASTER PLANNING** services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **Term.** Consultant shall commence providing services under this Agreement on October 2, 2019 and will diligently perform as required and complete performance by May 1, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

3. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **TWO HUNDRED EIGHTY FIVE THOUSAND Dollars (\$285,000)**. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

4. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its

employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Performance of Services.**

6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.2. **Meetings.** Consultant agrees to participate in meetings as outlined in **Exhibit "A"**, attached hereto and incorporated herein.

6.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

6.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

7. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

8. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 10. **Termination.**

10.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

10.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

10.2.1. material violation of this Agreement by the Consultant; or

10.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

10.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

## 12. **Insurance.**

12.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

12.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

12.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

12.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation

Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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

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

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

14. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

15. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

17. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

19. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

19.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

19.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

20. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

21. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Solano Community College District**  
4000 Suisun Valley Road,  
Fairfield, California 94534

ATTN: Lucky Lofton  
Email: lucky.lofton@solano.edu

**Consultant:**

**M. Arthur Gensler Jr. & Associates, Inc.**  
**(Gensler)**  
45 Fremont Street, #1500  
San Francisco, California 94105

ATTN: Deborah Shepley  
Email: deborah\_shepley@gensler.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

23. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

24. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

25. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. **Severability.** If any term, condition or provision of this Agreement is held by a court of

competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

- 27. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 28. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 29. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 30. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 31. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 32. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 33. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Solano Community College District**

\_\_\_\_\_

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

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

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

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

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

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

---

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

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

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
  
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

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

Name of Consultant: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

**A. SCOPE OF WORK**

The following is an outline of the activities that will occur in each of the 5 planning steps:

**1. PREPARE**

- Meet with College Leadership Team to coordinate planning process and confirm the following:
  - Project Goals / Measures of Success
  - Planning participants (task force, consulted groups, informational groups)
  - Collection of educational planning data (format, baseline and forecast years)
  - Project schedule and meeting dates
- Coordinate with College representatives to collect relevant planning information

**2. ANALYZE**

- Analyze existing site and facilities (including land use, functional zoning, vehicular and pedestrian circulation, open spaces and sustainability opportunities)
- Conduct Campus Forums at each campus
- Conduct Online Survey
- Synthesize results and present findings

**3. FRAME**

- Analyze educational planning data
- Develop a master plan space program for each campus
- Develop facilities planning principles

**4. EXPLORE**

- Explore options for future development
- Develop preliminary concepts
- Select preferred options (for each campus)

**5. RECOMMEND**

- Develop draft FMP recommendations
- Draft phasing and implementation plans
- Coordinate strategies to maximize state funding opportunities
- Develop final FMP recommendations including:
  - Project scopes
  - Rough Order of Magnitude (ROM) Budgets
  - Phasing Plans
- Prepare draft 2020 FMP document for college review
- Collect comments and finalize FMP document

**B. ASSUMPTIONS**

This proposal includes the following assumptions:

- Estimated number of meetings:
  - 5 Planning Meetings (dates confirmed)
    - August 28, 2019
    - September 25, 2019
    - October 30, 2019
    - December 11, 2019
    - January 29, 2020
  - 3 Measure Q Meetings (dates confirmed)
    - October 2, 2019
    - December 4, 2019

- February 5, 2020
  - 6 Campus Forums (2 per campus)
    - September 16-19
  - 1 Sustainability Workshop
  - 2 Board presentations
    - November 20, 2019
    - Spring 2020 (date TBD)
- Specialty consultants included:
  - Educational Planner (Julie Slark)
  - Landscape Architect (RHAA)
  - Cost Estimator (TBD)

### C. DELIVERABLES

At the conclusion of the planning process, we will provide the following deliverables:

- **2020 FACILITIES MASTER PLAN**
  - 25 printed FMP documents \*
  - PDF file of the master plan document for printing and web posting

\* *Reference links to recent and relevant completed FMPs developed by Gensler:*

RIVERSIDE CITY COLLEGE 2018 FACILITIES MASTER PLAN

[https://www.rcc.edu/about/president/strategic-planning/Documents/Master%20Plans/2018\\_RCC\\_FMP\\_Document.pdf](https://www.rcc.edu/about/president/strategic-planning/Documents/Master%20Plans/2018_RCC_FMP_Document.pdf)

MERCED COLLEGE 2019 FACILITIES MASTER PLAN

<https://www.mccd.edu/about/committees/fmp/download/MercedCollegeFMPBookFINALBoardApproved5-14-2019.pdf>

### D. COMPENSATION

TOTAL PROJECT FEE – \$ 285,000

### E. SCHEDULE

Our team is prepared to continue the planning effort through the fall and spring semesters to maximize opportunities for engagement with your campus community.



## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **George Mark Children's House** (hereinafter known as *Health Center*) located at **2121 George Mark Lane, San Leandro, CA 94578** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 3, 2019

### RECITALS

- A. *HEALTH CENTER* owns and operates a facility for pediatric palliative care (hereinafter referred to as "Facility").
- A. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is approved by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER's* Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- B. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL's Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

### **3. HEALTH CENTER'S RESPONSIBILITIES**

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

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

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

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

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

#### **5. STATUS OF SCHOOL AND HEALTH CENTER**

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

## 6. INDEMNIFICATION

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

## 7. INSURANCE

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

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
  - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Salina Patel, RN, BSN  
Director of Nursing and Compliance  
George Mark Children's House  
2121 George Mark Lane  
San Leandro, CA 94578

Telephone: (510) 346-4624  
FAX: (510) 901-7592  
spatel@georgemark.org

2. Notice to the *SCHOOL*

Daniel Bridges, Ph.D.  
Interim Dean, Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-3197

Telephone: (707)864-7108  
FAX: (707) 646-2062  
daniel.bridges@solano.edu

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

**10. EXECUTION**

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

**[SYNONYM ]**

**SCHOOL**

**George Mark Children's House**

**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:** **COAST COMMUNITY COLLEGE DISTRICT CONTRACT  
FOR ONLINE CONTRACT READINESS MODULES**

**REQUESTED ACTION:**

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

**SUMMARY:**

This agenda item is to extend an existing agreement with Coast Community College District to provide access to online contract readiness training modules as part of a Contract Diversification Project under the Governor’s Office for Business and Economic Development (GO-Biz) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) grant. The CASCADE grant was extended to November 30, 2019 which necessitated the extension of this sub-agreement. Solano College as host for the Statewide Director for Business and Entrepreneurship is the lead partner on the CASCADE grant Contract Diversification Project. Under the agreement, Coast CCD will be paid \$68/business registered (up to 100) and the term is October 7, 2019 to June 30, 2020.

Attached is a copy of the agreement with Coast Community College District.

**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: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$6,800 Grant Expense</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>
Charles Eason Statewide Director Business & Entrepreneurship		
<b>PRESENTER’S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		
(707) 863-7846		
<b>TELEPHONE NUMBER</b>		
David Williams, Ph.D. Vice President, Academic Affairs		
<b>VICE PRESIDENT APPROVAL</b>		
September 20, 2019		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		October 2, 2019
		<b>DATE APPROVED BY                  SUPERINTENDENT-PRESIDENT</b>

# COAST COMMUNITY COLLEGE DISTRICT

## STANDARD AGREEMENT FOR CONTRACT EDUCATION

This Standard Agreement for Contract Education (“AGREEMENT”) is entered into between the COAST COMMUNITY COLLEGE DISTRICT ( \_\_\_\_\_ College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and \_\_\_\_\_ located at \_\_\_\_\_, hereinafter, “COMPANY”. DISTRICT and COMPANY may be referred to herein individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Sections 78020 et seq. of the *California Education Code* to conduct contract education; and

WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

### **DISTRICT and COMPANY agree as follows:**

1. The term of this AGREEMENT shall be from \_\_\_\_\_ through \_\_\_\_\_, inclusive.
2. The Class or training to be offered is \_\_\_\_\_ (“CLASS”). A total hours of instruction and/or training of \_\_\_\_\_ will be provided to a maximum of \_\_\_\_\_ students.
3. The services will be conducted at \_\_\_\_\_.
4. Students successfully completing the course will receive \_\_\_\_\_ units of college credit in accordance with policies of the DISTRICT.
5. COMPANY agrees to pay DISTRICT the sum of \_\_\_\_\_ for the services provided under this AGREEMENT. Any books or published materials used in the CLASS will be available to COMPANY at retail cost.
6. COMPANY agrees to pay the full fee for the \_\_\_\_\_ CLASS once the instruction begins, regardless of whether students complete the CLASS. COMPANY will be billed for the contract education services, and all payments are due no later than 30 days after receipt of invoice.
7. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be \_\_\_\_\_, ( ) \_\_\_\_\_. The administrative contact for COMPANY will be \_\_\_\_\_ at ( ) \_\_\_\_\_.
8. The PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT such as because of that student’s race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, or medical condition.

9. COMPANY will make whatever special arrangement is necessary to account for student time spent in instruction should COMPANY policy require more than a noticed review of DISTRICT attendance records.

11. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

12. Entire Agreement. This AGREEMENT supersedes all prior Agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each PARTY acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by any Party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

13. The DISTRICT personnel assigned to conduct the contract education services provided for herein will be properly qualified.

14. COMPANY shall, no less than 48 hours in advance, communicate with the assigned DISTRICT administrator any requested changes to the scheduled time, location, or scope of the contract services, and DISTRICT will attempt to accommodate those requests.

15. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other PARTY as follows:

To Campus: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
Attn: Director, Risk Services

To Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective 48 hours after deposit in the mail.

16. Each individual executing this AGREEMENT on behalf of the PARTIES represents and warrants that he/she is duly authorized to execute this AGREEMENT on behalf of their respective PARTY, and that this AGREEMENT is binding thereto.

**COMPANY**

**COAST COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

Chancellor, or President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**TO: Members of the Governing Board**

**SUBJECT: BOARD STUDY SESSION; SOLANO COMMUNITY COLLEGE SHERIFF'S OFFICE ANNUAL SECURITY REPORT (CLERY REPORT)**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Solano Community College Campus Sheriff's Office (SCCCSO) is committed to providing a safe and secure environment in which our Administration, Faculty and Staff create an atmosphere of learning for our students. In compliance with the Jeanne Clery Disclosure Act, SCCCSO produces an Annual Security Report (ASR) which covers specific Clery Act crime data for the previous three years as well as other important information for employees and students. The 2019 Annual Security Report is now available for your review at:

<http://www.solano.edu/police/statistics.php>

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT'S RECOMMENDATION:**                       APPROVAL                       DISAPPROVAL  
 NOT REQUIRED                       TABLE

Lt. Brian Travis  
 Solano County Sheriff's Office

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7000

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 2, 2019

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

September 20, 2019

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**