

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM


TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2012-2013

Honors Program

<u>Name</u>	<u>School</u>	<u>Semester(s)</u>	<u>Amount</u>
Tim Acosta	Music	Spring 2013	\$132.00
Thomas Bundenthal	Political Science	Spring 2013	\$200.00
Marion Cowee	ECE	Spring 2013	\$200.00
Katherine Clark	Biology	Spring 2013	\$ 66.00
James Dekloe	Biology	Spring 2013	\$ 66.00
Mark Feighner	Geology	Spring 2013	\$200.00
Edward Hightower	Theater	Spring 2013	\$400.00
Patricia Itaya	Biology	Spring 2013	\$231.00
Francis Kayali	Music	Fall 2012	\$200.00
Gail Kropp	German	Fall 2012	\$200.00
Gail Kropp	German	Spring 2013	\$400.00
Patrick Mallory	Biology	Fall 2012	\$264.00
Patrick Mallory	Biology	Spring 2013	\$264.00
Lorna Marlow-Munoz	French	Fall 2012	\$400.00
Margherita Molnar	Biology	Spring 2013	\$ 33.00
John Nogue	Biology	Fall 2012	\$231.00
Ray Salmom	Art	Fall 2012	\$400.00
Ray Salmom	Art	Spring 2013	\$200.00
Michael Wyly	English	Spring 2013	\$132.00
M. Cristina Young	Biology	Spring 2013	\$ 66.00

Charo Albarrán
Interim Director, Human Resources


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

June 7, 2013
Date Submitted

June 7, 2013
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 June 19, 2013
 Page 2

Honors Program continued:

<u>Name</u>	<u>School</u>	<u>Semester(s)</u>	<u>Amount</u>
Kevin Anderson	CIS	Fall 2012	\$ 66.00
John Urrutia	CIS	Fall 2012	\$200.00
Thomas Watkins	Business	Fall 2012	\$200.00
Thomas Watkins	Business	Spring 2013	\$200.00

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Paul Hidy	FT Auto. Technical Instructor	08/09/13
TBA	Executive Bonds Manager	TBA
Rachel Smith	FT Graphic Design Instructor	08/09/13
TBA	FT Theater Technical Instructor	TBA
TBA	Accounting Specialist II (Accounts Payable)	TBA
Irene Camins	Science Lab Technician (50% time) Range 16/1	06/24/13

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Eileen Amick	Substitute Ex. Assist. - HR	07/01/13 – 09/01/13	\$19.84 hr.
Kamber St. Maria	FYSI Counseling Special Services	07/01/13 – 06/30/14	\$58.02 hr.
Karen McCord	UMOJA Counseling Special Services	07/01/13 – 06/30/14	\$68.56 hr.
Carol Zadnik	Office Assistant – Research Planning & Enrollment Mgmt.	07/01/13 – 09/01/13	\$ 9.60 hr.
John Adams	Police Officer, Hourly	07/01/13 – 06/30/14	\$19.11 hr.
Jesse Branch	CSO	07/01/13 – 06/30/14	\$13.49 hr.
David Brannen	CSO	07/01/13 – 06/30/14	\$13.49 hr.
Stephen Chu	Police Officer, Hourly	07/01/13 – 06/30/14	\$19.11 hr.
Caryl Corbin	Parking Enforcement	07/01/13 – 06/30/14	\$16.04 hr.
Jessica Dew	CSO	07/01/13 – 06/30/14	\$11.91 hr.
Clarence Johnson	Police Officer, Hourly	07/01/13 – 06/30/14	\$19.11 hr.
Duane Walker	Police Officer, Hourly	07/01/13 – 06/30/14	\$19.11 hr.
Charles Womack	Police Officer, Hourly	07/01/13 – 06/30/14	\$19.11 hr.
Saki Cabrera	Human Services Program Review, Academic Affairs	06/01/13 – 06/30/13	\$68.56 hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 June 19, 2013
 Page 3

Short-term/Temporary/Substitute continued:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Saki Cabrera	Human Services Program Review, Academic Affairs	07/01/13 – 08/05/13	\$68.56 hr.
Dale Crandall-Bear	Distance Education Instructor	06/01/13 – 06/30/13	\$66.01 hr.
Dale Crandall-Bear	Distance Education Instructor	07/01/13 – 08/05/13	\$66.01 hr.
Samanda Dorger	Journalism Program Review	06/01/13 – 06/30/13	\$66.01 hr.
Samanda Dorger	Journalism Program Review	07/01/13 – 08/05/13	\$66.01 hr.
Matt Dudman	Curriculum Development Perkins Funds	06/06/13 – 06/30/13	\$68.56 hr.
Matt Dudman	Curriculum Development Perkins Funds	07/01/13 – 06/30/14	\$68.56 hr.
Ferdinanda Florence	Interior Design Program Review	06/01/13 – 06/30 13	\$66.01 hr.
Ferdinanda Florence	Interior Design Program Review	07/01/13 – 08/05/13	\$66.01 hr.
Ruth Fuller	Distance Education Program Review	06/01/13 – 06/30/13	\$58.02 hr.
Christopher Mc Bride	Distance Education Program Review	06/01/13 – 06/30/13	\$68.56 hr.
Christopher Mc Bride	Distance Education Program Review	07/01/13 – 08/05/13	\$68.56 hr.
Amy Obegi	ECE Program Review	06/01/13 – 06/30/13	\$62.02 hr.
Amy Obegi	ECE Program Review	07/01/13 – 08/05/13	\$62.02 hr.
Ken Williams	Horticulture Program Review	06/01/13 – 06/30/13	\$58.02 hr.
Ken Williams	Horticulture Program Review	06/01/13 – 06/30/13	\$58.02 hr.
Ken Williams	Horticulture Program Review	07/01/13 – 08/05/13	\$58.02 hr.
Natalie Allas	Theatre Technician	07/01/13 – 06/30/14	\$12.00 hr.
Kevin Fortney	Theatre Technician	07/01/13 – 06/30/14	\$12.00 hr.
Andrew Rovendro	Theatre Technician	07/01/13 – 06/30/14	\$12.00 hr.
Craig Sharfen	Theatre Technician	07/01/13 – 06/30/14	\$12.00 hr.
Conner Watson	Theatre Technician	07/01/13 – 06/30/14	\$12.00 hr.
Stephanie Whited	Theatre Technician	07/01/13 – 06/30/14	\$12.00 hr.
Denina Fredrickson	CTE work, Liberal Arts	07/01/13 – 08/10/13	\$62.01 hr.
Samanda Dorger	CTE work, Liberal Arts	07/01/13 – 08/10/13	\$66.01 hr.
Leigh Ann Jones	Lab Tech sub, English Lab	06/10/13 – 06/30/13	\$25.06 hr.
Leigh Ann Jones	Substitute Admin. III Liberal Arts	07/01/13 – 09/20/13	\$17.57 hr.
Ian McIver	CTE work, Liberal Arts	07/01/13 – 08/10/13	\$66.01 hr.
Michelle Cattaneo	Mail Courier	07/01/13 – 06/30/14	\$12.90 hr.
Hoi Nguyen	Custodian	07/01/13 – 06/30/14	\$12.41 hr.
Ellia Delgado	Custodian	07/01/13 – 06/30/14	\$13.49 hr.
William Nessler	Custodian	07/01/13 – 06/30/14	\$13.49 hr.
Arvid Dahl	Custodian	07/01/13 – 06/30/14	\$13.49 hr.

Short-term/Temporary/Substitute continued:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Patricia Williams	Custodian	07/01/13 – 06/30/14	\$12.41 hr.
Angie Hernandez	Custodian	07/01/13 – 06/30/14	\$12.41 hr.
Tracy White	Custodian	07/01/13 – 06/30/14	\$13.49 hr.
Paul Finley	Custodian	07/01/13 – 06/30/14	\$12.41 hr.
Gabriel Brown	Custodian	07/01/13 – 06/30/14	\$12.41 hr.
Dustin White	Custodian	07/01/13 – 06/30/14	\$13.49 hr.
Jeremy Erickson	Custodian	07/01/13 – 06/30/14	\$12.41 hr.
Keith Willmschen	Custodian	07/01/13 – 06/30/14	\$13.49 hr.
Sandra Rotenberg	Distance Education Program Review	06/01/13 – 06/30/13	\$62.02 hr.
Sandra Rotenberg	Distance Education Program Review	07/01/13 – 08/05/13	\$62.02 hr.
Curtiss Brown	Kinesiology Program Review	06/01/13 – 06/30/13	\$62.02 hr.
Curtiss Brown	Kinesiology Program Review	07/01/13 – 07/30/13	\$62.02 hr.
Salvador Codina	History Program Review	06/01/13 – 06/30/13	\$62.02 hr.
Salvador Codina	History Program Review	07/01/13 – 08/05/13	\$62.02 hr.
Malissa Hayden	Substitute Children's Program Assistant	06/07/13 – 06/30/13	\$14.15 hr.
Malissa Hayden	Substitute Children's Program Assistant	07/01/13 – 08/01/13	\$14.15 hr.
Charles Spillner	Academic Success Center Coordinator	05/23/13 – 06/30/13	\$68.56 hr.
Thomas Watkins	Contract Ed. & Economic Development Coordinator	06/01/13 – 06/30/13	\$66.01 hr.
Thomas Watkins	Contract Ed. & Economic Development Coordinator	07/01/13 – 06/30/14	\$66.01 hr.
Amanda Green	FYE Recruiting-Basic Skills	07/01/13 – 06/14/13	\$54.01 hr.

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

05/21/13	Vendor Payment	2511046538-2511046684	\$323,084.58
05/21/13	Vendor Payment	2511046685-2511046691	\$77,164.80
05/21/13	Vendor Payment	2511046692-2511046692	\$25,048.10
05/24/13	Vendor Payment	2511046693-2511046813	\$28,477.50
05/30/13	Vendor Payment	2511046814-2511046917	\$552,676.15
05/30/13	Vendor Payment	2511046918-2511046924	\$24,418.49
05/30/13	Vendor Payment	2511046925-2511046925	\$97,265.15
06/04/13	Vendor Payment	2511046926-2511046988	\$229,773.80
06/04/13	Vendor Payment	2511046989-2511046989	\$139.31
06/04/13	Vendor Payment	2511046990-2511046990	\$21,339.21
06/06/13	Vendor Payment	2511046991-2511047152	\$69,801.61
			<u>\$1,449,188.70</u>

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

Government Code: ECS 70902 & 81656 Board Policy 3240 Estimated Fiscal Impact: \$1,449,188.70

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

SUPERINTENDENT'S RECOMMENDATION:

Yulian I. Ligioso, Vice President
 Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

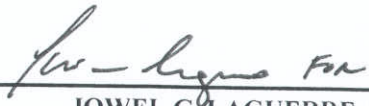
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AGENDA ITEM ^{10. (d)}
MEETING DATE June 19, 2013

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs

Diane White, Responsible Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Alberta Lloyd	Grant implementation support services.	July 1, 2013 - September 30, 2013	Not to exceed \$82,000
Charles Rieger	Interim Director, SBDC	July 1, 2013 - September 30, 2013	Not to exceed \$21,600

Career Technical Education and Business

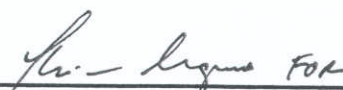
Máire Morinec, Responsible Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Barbara Brock	Facilitation and writing the CCCO Deputy Sector Navigator Grant for Healthcare	April 15, 2013 - June 20, 2013	Not to exceed \$12,000 This project will be funded from the Nursing Enrollment Growth Grant.

Yulian I. Ligioso

Vice President, Finance and Administration

June 7, 2013
Date Submitted


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

June 7, 2013
Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PUBLIC HEARING OF THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CHAPTER #211, INITIAL
PROPOSAL TO THE DISTRICT

REQUESTED ACTION: HOLD PUBLIC HEARING

SUMMARY:

At the Board meeting on June 5, 2013, the Governing Board received the California School Employees Association, Chapter #211, initial proposal to the District for a successor agreement for the period of 2013-2014. In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

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

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

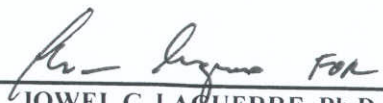
ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

June 7, 2013
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

June 7, 2013
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING AND ADOPTION OF THE DISTRICT'S
INITIAL PROPOSAL TO CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION, CHAPTER #211**

REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSAL

SUMMARY:

At the Board meeting on June 5, 2013, the Governing Board received the District's initial proposal to the California School Employees Association, Chapter #211, for a successor agreement for the period of 2013-2014. In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

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

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

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

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, California 94534-3197

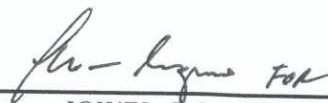
ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

June 7, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED RESOLUTION ELECTING TO ESTABLISH AN AFFORDABLE CARE ACT LOOK-BACK/STABILITY PERIOD SAFE HARBOR, RESOLUTION NO. 12/13-27
REQUESTED ACTION: APPROVAL

SUMMARY:

Dr. Jowel C. Laguerre, Superintendent-President, recommends that the Governing Board approve the attached resolution electing to Establish a Look-Back Stability Period Safe Harbor of twelve (12) months effective September 1, 2012 – August 30, 2013. Approval of Resolution No. 12/13-27 is requested at this time. Upon approval; the Superintendent-President will notify the affected units of the Governing Board’s decision.

Rationale:

Under the Affordable Care Act, large employers (50 employees +) must determine a measurement period to determine hours of service. This will allow the District to identify employees who work 30+ hours per week who would be eligible for health care coverage under the new law.

Government Code: Board Policy: Estimated Fiscal Impact: Unknown

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarrán, Interim Director
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, California 94534

ADDRESS

707-864-7122

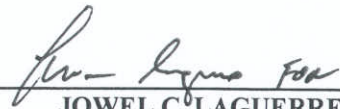
TELEPHONE NUMBER

Administration

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION ELECTING TO ESTABLISH AN AFFORDABLE
CARE ACT LOOK-BACK/STABILITY PERIOD SAFE HARBOR**

RESOLUTION NO. 12/13-27

WHEREAS, 26 U.S.C. § 4980H Shared Responsibility for Employers Regarding Health Coverage, defines a fulltime employee (FTE) as working an average of 30 hours a week during any month;

WHEREAS, Internal Revenue Service (IRS) notice 2011-36 suggests an optional measurement period to identify employees who meet the IRS definition of a FTE; and

WHEREAS, The optional measurement period, called a “Look-Back/Stability Period Safe Harbor”, maybe a minimum of three months to a maximum of twelve months.

NOW, THEREFORE, BE IT RESOLVED, That Solano Community College District will adopt a twelve (12) month Look-Back/Stability Period Safe Harbor effective September 1, 2012 through August 30, 2013.

PASSED AND ADOPTED, By the following vote of the members of the Board of Trustees, of the Solano Community College District, of Solano County, State of California, this 19th day of June 2013.

AYES: _____ BOARD MEMBERS: _____

NOES: _____ BOARD MEMBERS: _____

ABSTAIN: _____ BOARD MEMBERS: _____

ABSENT: _____ BOARD MEMBERS: _____

STUDENT TRUSTEE ADVISORY VOTE: _____

SARAH E. CHAPMAN, Ph.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

AGENDA ITEM 12.(d)
MEETING DATE June 19, 2013

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

TO: Members of the Governing Board
**SUBJECT: AWARD OF BID FOR VACAVILLE CENTER PARKING
LOT EXPANSION PROJECT TO GRADE TECH, INC.**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the Vacaville Center Parking Lot Expansion project. Based on our bid analysis, it is recommended that the lowest responsive bidder, GradeTech Inc., be selected to complete the project in the amount of \$1,398,000. A summary of all bids is attached.

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$1,398,000

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

Yulian Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

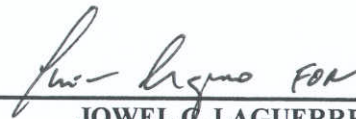
ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Administration
ORGANIZATION

June 7, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Project: SCCD - Vacaville Center Parking Lot Expansion
 Meeting: Bid Opening
 Bid Date: 5/31/2013
 Bid Time: 10:00:00 AM
 Bid Location: Bldg. 600
 Number of Addendum: 1



4000 Suisun Valley Road, Fairfield, California, 94534

Preliminary Result

Bidder/GC	00 41 13 - Bid Form	00 43 13 - Bid Bond	00 43 36 - Subcontractor List	00 45 01 - Site Certification	00 45 19 - Non Collusion Affidavit	Addenda 1	Base Bid
1 BRCO Constructors, Inc.	X	X	X	X	X	X	\$ 1,588,000.00
2 CF Contracting	X		X	X	X		\$ 2,498,000.00
3 Grade Tech	X	X	X	X	X	X	\$ 1,398,000.00
4 Swank Construction	X	X	X	X	X	X	\$ 1,465,000.00
Low Bid							\$ 1,398,000.00
Average Bid							\$ 1,737,250.00
Adjusted Average Bid (Drop High and Low Bids)							\$ 1,483,666.67

AGENDA ITEM 12.(e)
MEETING DATE June 19, 2013

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

TO: Members of the Governing Board
**SUBJECT: VACAVILLE CENTER PARKING LOT EXPANSION
PROJECT CONTRACT EXTENSION FOR ELMAST
CONSTRUCTION AND INSPECTION SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract extension for the approved Division of State Architects (DSA) Inspector of Record (IOR), with ELMAST Construction and Inspection Services. ELMAST Construction's contract expired April 30, 2013. We are requesting that the contract be extended through December 2014, at the original bid amount for the Vacaville Center Parking Lot Expansion project. The original contract is attached for reference.

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$40,800

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

Yulian Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, California 94534

ADDRESS

(707) 864-7176

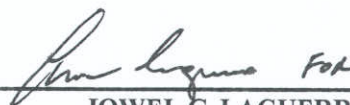
TELEPHONE NUMBER

Administration

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

PROFESSIONAL SERVICES AGREEMENT
Between
SOLANO COMMUNITY COLLEGE DISTRICT
And
ELMAST CONSTRUCTION INSPECTION SERVICES

This AGREEMENT is made effective January 12, 2012, and is made by and between the Solano Community College District, hereafter called "District.", and ELMAST Construction Inspection Services, hereafter called "Consultant".

RECITALS

- A. The District desires to obtain specialized construction inspection services as provided in this Agreement.
- B. The Consultant will provide staff who is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and in consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

ARTICLE 1: DUTIES OF THE INSPECTOR

The duties of the Inspector shall include the duties of the Inspector set forth in Education Code sections 39151 et seq. and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

- A. **General:** Inspector shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the District's Representative and DSA. Inspector shall act under the direction of the District Representative. The Consultant designates Jay Leininger as "Project Inspector" for Project #1, and he will perform as the primary contact to the District. Individuals to act as Project Inspector for Projects 2, 3, and 4 will be identified/proposed by the Consultant to the District and Kitchell CEM as the projects are in design but before award. All personnel selected by Consultant to perform inspection services shall require District approval prior to assignment on any project.
- B. **Continuous Inspection Services:** Continuous inspection means complete inspection of every part of the work to insure that a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA, and all applicable federal and state laws and local ordinances.
 - a. In fulfilling his responsibilities, Inspector shall represent the District as the Inspector on the job site of the Project or any other construction project for which the services of an Inspector are requested. Inspector shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.
 - b. Work such as concrete or brick work, which can be inspected only as it is placed, will require the constant presence of Inspector. Other types of work that can be completely inspected after the work is installed may be carried on while Inspector is not present. In any case, Inspector must personally inspect every part of the work. Number of hours needed by the Inspector are estimated and as shown below in "Compensation". It is expected that an Inspector may be

assigned to more than one project at a time if inspection duties can be satisfactorily accomplished during the same project periods. This requires agreement of both the Consultant and the District.

- C. **Personal Knowledge:** The Inspector may obtain personal knowledge of the work of construction, either on site or off site, performed under this inspection of a special Inspector or Inspectors, if any (as set forth in Section 33 of Title 24) from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.
- D. **Relations with Architect or Engineer:** Inspector shall work under the general direction of the Project Manager. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the appropriate District representative for their interpretation and instructions. In no case, however, shall the instruction from the District representative be construed to cause work to be done that is not in conformity with the approved plans, specifications and change order.
- E. **Job File:** Inspector shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the architect structural engineer for proper action. Inspector shall have and maintain on the job at all times all codes and document referred to in the plans and specifications.
- F. **Reports:** Inspector shall write up daily reports and provide them to the Project Manager on a weekly basis. In addition, inspector shall summarize progress in written semimonthly reports as required by Section 37 of Title 24, signed by the inspector. A copy of each semi-monthly report shall be sent to District's Project Manager as designee of the District Board of Trustees, and to DSA.
- G. **Notifications to Division of the State Architect:** Inspector shall notify the DSA (1) When work is started on the Project, (2) At least 48 hours in advance of when foundation trenches will be complete, ready for footing forms, (3) At least 48 hours in advance of the first pour of concrete, and (4) When work is suspended for a period of more than two weeks.
- H. **Deviations:** Inspector shall notify the contractor, in writing, of any deviations from the approved plans and specifications that are not immediately corrected by the contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the architect or structural engineer, the Project Manager, and to the DSA. Failure on the part of Inspector to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his or her contract in accordance with the approved plans and specifications and all laws and regulations.
- I. **Verified Reports:** As the work of construction or alteration progresses, Inspector shall periodically prepare and submit to the DSA verified reports, signed by the architect or structural engineer and Inspector, on forms prescribed by the DSA, based upon Inspector's personal knowledge (as defined in Education Code section 39151) that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved specifications and plans, setting forth detailed statements of fact as are required by the DSA in accordance with Section 36 of Title 24. When requested, Inspector shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction.
- J. **No Authority of Contract:** Inspector shall have no authority to contract on behalf of the District.

ARTICLE 2: PERFORMANCE

A. **Duration:** The Consultant will commence providing services under this Agreement on or about March 28, 2012, and it is expected that the performance of services will be continued through approximately April 30, 2013.

- a **Non-compliance.** If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District in writing.
- b **Termination:** With ten (10) business day's written notice, either the District or the Consultant may at any time and for any reason terminate this Agreement and the District will compensate Consultant only for services satisfactorily rendered up to the date that work ceases. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Within ten (10) business days after work ceases, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.

B. **Projects/Schedules:** Construction inspection services will be provided as requested by the District and in coordination with the individual Project Schedules. Modifications to this schedule must be approved by the District. The four (4) projects covered by this agreement are as follows:

Project	Approximate Project Time Frame*	Estimated Project Work Days*	Estimated Inspection Hours*	Hourly Rate	Inspection NTE Amount
Bldg 1300 (Fine Arts)	Mar '12 – Nov '12	165	1122	\$85	\$ 95,370
Vallejo Parking Expansion	May '12 – Aug '12	63	440	\$85	\$ 37,400
Vacaville Parking Expansion	Aug '12 – Dec '12	70	480	\$85	\$ 40,800
Child Care Project (Bldg 200)	Aug '12 – Apr '13	165	1122	\$85	\$ 95,370

* Note: These items are estimates. Actual project schedules and inspection schedules as well as hours needed will be firm up between the Project Manager and the Inspector during the completion of the Design or Bid Phase, but not later than the Start Work date.

C. **Compensation:** Consultant shall be compensated on an hourly basis, charging a fixed rate of **Eighty-Five dollars (\$ 85.00)** per hour, not to exceed forty hours a week and a total amount of **Two Hundred Sixty Eight Thousand Nine Hundred and Forty dollars and Zero cents (\$268,940.00)** for professional inspection services.

- a. Consultant shall submit monthly invoices for services rendered, detailing hours worked and charging per hour rates as shown above. Billing/invoice for services will be submitted on/about the last business day of each month worked, and will consist of a detailed list of dates and hours worked, along with request for payment for the previous month's fee. Payment shall be made to

the Consultant within fifteen (15) days after receipt of an invoice. It is the sole obligation of the Consultant to ensure that the requested fee does not exceed the total contract amount authorized under this Agreement, unless written District approval is obtained in advance.

- b. Additional services due to changes in the scope of work shall be compensated on an hourly rate basis or lump sum fee. Consultant shall not undertake any additional service work without written authorization from Project Manager. The fee shall cover all expenses incurred by the Consultant on behalf of the Client.

D. Insurance: CONSULTANT shall procure and maintain Automobile Liability insurance for \$1,000,000 in accordance with the Agreement effective through the dates indicated.

- a. Each required general comprehensive and automobile liability policy, and Worker's Compensation policy shall be endorsed with the following specific language:

"The District, Board of Trustees, its officers, employees, contractors, subcontractors and the Program Manager, Kitchell CEM are named as additional insured for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement"

- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.
- c. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
- d. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice to the District.
- e. This Agreement shall be of no force or effect until Consultant provides proof of appropriate insurance to the District.

E. Indemnification/Records: The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, consultants and employees from every claim or demand made and every liability or loss, damage, or expense of any nature, including but not limited to attorney fees arising out of or resulting from the Consultant performance of this agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to indemnify and hold harmless the Consultant and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney fees arising out of or resulting from the District performance of this agreement, which are not caused by Consultant negligence, willful misconduct or lack of good faith

The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours

F. Independent Contractor: The Consultant is an independent contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's

agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

- G. **Items Furnished:** The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement, except as follows: The District will require each project general contractor to provide an office area with a phone, as well as access to a copier, and a Fax machine. Each party shall cooperate with the other party.
- H. **Property:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
- I. **Miscellaneous Provisions:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes: (a) Increase dollar amounts, (b) Effect administrative changes; and (c) Effect other changes as required by law.

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or Contemporaneous oral or written Agreements. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Solano County, California

Authorized representatives of the parties have executed this Agreement as indicated below:

CONSULTANT:

ELMAST Construction Inspection Services
2972 Bush Street, Suite A
San Francisco, CA 94115

George N Killiger
(Signature, Authorized Representative)

OWNER
(Title)

(415) 240-1432
(Telephone)

1/17/2012
(Date)

DISTRICT:

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

David V. Franklin
(Signature, Authorized Representative)

Director of Facilities
(Title)

1/12/12
(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AWARD OF BID FOR BUILDING 600—SELECTIVE
DEMOLITION AND ABATEMENT SCOPE OF WORK TO
PALS ABATEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for PALS bid proposal of \$173,600 for the selective demolition and asbestos abatement of Building 600—Administration. This proposal includes two Add Alternates: Breezeway Mansard Abatement and Demolition, and Building 500 Mansard Abatement and Demolition in the total sum of \$32,100. Should the District elect not to choose the Add Alternates scope of work, the District will have at its option to delete this from the contractor's scope, reducing the contract to its base price of \$141,500 without penalty.

Government Code: *Board Policy:* *Estimated Fiscal Impact: Measure G Funds \$173,600*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Administration
ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Project: SCCD - Bldg 600 Selective Demolition and Abatement
 Meeting: Bid Opening
 Bid Date: 5/30/13
 Bid Time: 10:00:00 AM
 Bid Location: Bldg 600- Boardroom
 Number of Addendum: 1



4000 Suisun Valley Road, Fairfield, California, 94534

Preliminary Result

Bidder	00 41 13 - Bid Form	00 43 13 - Bid Bond	00 43 36 - Subcontractor List	00 45 01 - Site Certification	00 45 19 - Non Collusion Affidavit	Site Fencing Plan	01 22 00-3 Unit Pricing	Addenda 1	Base Bid	Add Alternates	Total	Add Alternate 1: Breezeway Roof	Add Alternate 2: Bldg 500 Roof Mansard
1 Professional Asbestos & Pals Services	X	X	X	X	X	X	X	X	\$ 141,500.00	\$ 32,100.00	\$ 173,600.00	\$26,000.00	\$ 6,100.00
2 Bayview Environmental Services, Inc.	X	X	X	X	X	X	X	X	\$ 159,500.00	\$ 33,600.00	\$ 193,100.00	\$16,800.00	\$16,800.00
3 Central Valley Environmental	X	X	X	X	X	X	X	X	\$ 206,000.00	\$ 85,000.00	\$ 291,000.00	\$68,000.00	\$17,000.00
4 Parc Specialty Contractors	X	X	X	X	X	X	X	X	\$ 202,562.00	\$ 69,310.00	\$ 271,872.00	\$51,922.00	\$17,388.00
5 Janus Corp	X	X	X	X	X	X	X	X	\$ 254,573.00	\$ 41,450.00	\$ 296,023.00	\$25,800.00	\$15,650.00
Engineers Estimate									\$ 141,275.00				
Low Bid									\$ 141,500.00				
Average Bid									\$ 205,658.75				
Adjusted Average Bid									\$ 189,354.00				

(Drop High and Low Bids)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: BUILDING 600 (ADMINISTRATION) PROJECT
LEASE-LEASEBACK PRECONSTRUCTION SERVICES
CONTRACT AWARD TO DPR CONSTRUCTION

REQUESTED ACTION: APPROVAL

SUMMARY:

A Request for Qualifications (RFQ) for Lease Leaseback contractors was issued in April 2013. Solano Community College District (District) received 10 Statement of Qualifications (SOQ) in response to the RFQ. A selection committee consisting of representatives from the District and Kitchell CEM reviewed and ranked each SOQ. Three contractors were invited to continue with the selection process. On June 6, 2013, three finalists submitted their proposals and were interviewed by the selection committee on June 6, 2013.

After compiling all the scores achieved by each finalist, the selection committee recommends that the District enter into contract with DPR Construction as the Lease-Leaseback contractor for the Building 600 Modernization Project.

Board approval is hereby requested to authorize the District to enter into an agreement with DPR Construction for Preconstruction Phase Services.

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$48,000

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Administration

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**AGREEMENT FOR PRELIMINARY SERVICES
FOR THE CONSTRUCTION OF IMPROVEMENTS**

This Agreement is made and entered into this 20th day of June, 2013 between the Solano Community College District hereinafter referred to as "DISTRICT" and DPR Construction hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage the construction of improvements to the Building 600 Administration Building Renovation ("Project").

WHEREAS, the Project will be located at Solano Community College District 4000 Suisun Valley Road, Fairfield, CA 94534 ("Site");

WHEREAS, DISTRICT has retained Hensley & Associates ("Architect") to prepare plans and specifications for the Project to be submitted to the California Division of State Architect ("DSA") as required by applicable laws.

WHEREAS, DEVELOPER desires to provide certain consulting services to the DISTRICT with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from trade contractors, and other related services in preparation for the Project's development;

WHEREAS, DEVELOPER represents that it and its referenced consultants are properly licensed and have the expertise and experience to obtain pricing from contractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the Architect, review and execute lease documents and perform the other development services set forth in this Agreement; and

WHEREAS, DISTRICT and DEVELOPER are interested in entering into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 81335 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. -- SCOPE OF DEVELOPER SERVICES

- A. Scope.** DEVELOPER, as the DISTRICT's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described in Exhibit B.
- B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

- C. Schedule.** Services outlined above will commence on the date the DISTRICT issues a notice to proceed for the Agreement, and conclude on or about June 27th, 2013. It is anticipated that construction will commence on or about January, 2014. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to reasonable approval in writing by the parties.
- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the DISTRICT and DEVELOPER.
- E. Construction.** Upon agreement on the Guaranteed Maximum Price ("GMP") the DISTRICT expects to authorize entering into the formal lease agreements (the "Lease Agreements") to provide for the development of the Project; therefore, DEVELOPER shall perform the services described herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

ARTICLE II. -- DISTRICT'S RESPONSIBILITIES

The DISTRICT has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. DISTRICT will retain the firm of Dannis Woliver Kelley to represent the DISTRICT in negotiations and preparation of all legal documents, including the formal Lease Agreements in accordance with Education Code section 81335.

ARTICLE III. -- TERMINATION

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to DISTRICT in the event of an uncured substantial failure of performance by DISTRICT, unless the DISTRICT has acted to commence cure efforts in any case where a reasonable cure can not be concluded within the 14 day notice period.
- B. Termination by DISTRICT.** This Agreement may be terminated at any time without cause by DISTRICT upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by DISTRICT, the DISTRICT shall pay DEVELOPER for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the DISTRICT if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the DISTRICT and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to DISTRICT any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the DISTRICT shall be entitled to, and DEVELOPER shall deliver to the DEVELOPER, all

data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the DISTRICT in performing the Agreement (the "Termination Material") which is not DEVELOPER privileged information, as defined by law, or DEVELOPER's personnel information.

ARTICLE IV. -- COMPENSATION TO DEVELOPER

In consideration of DEVELOPER performance of services hereunder, DISTRICT agrees to:

Reimburse DEVELOPER in the amount not to exceed forty-eight thousand Dollars **(\$48,000.00)** for the performance of services contemplated by this Agreement. DEVELOPER shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the DISTRICT as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the DISTRICT of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with DISTRICT and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

ARTICLE V. -- LEASE DOCUMENTS

DISTRICT and DEVELOPER anticipate entering into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to DSA approval of the Plans and Specifications and DEVELOPER delivery of a GMP for the Project which is acceptable to the DISTRICT. Parties anticipate entering into said documents on or about November, 2013.

ARTICLE VI. -- MISCELLANEOUS

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless DISTRICT, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the DISTRICT from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, each party shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the indemnifying party with third parties in connection with their respective activities under this Agreement.
- B. Insurance.** DEVELOPER shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement and the Project the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.
1. Prior to execution of this Agreement and prior to commencement of any work, DEVELOPER shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the DISTRICT, DEVELOPER's insurer will provide complete certificates of insurance and upon request certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of DEVELOPER.
 2. In addition to any other remedy the DISTRICT may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.
 3. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
 4. Any deductibles must be declared to, and approved by, the DISTRICT.
 5. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not

in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Agreement.

6. DEVELOPER and its subconsultants and subcontractors shall, at their expense, maintain in effect at all times during the performance or work on the Project not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by DEVELOPER and its subconsultants and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Agreement.
7. Worker's Compensation and Employer's Liability Insurance.
 - a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors, subconsultants and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 3700, on the form attached to this Agreement.
 - b. Claims Against DISTRICT - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the DISTRICT under the provisions of said Act, for which compensation is claimed from the DISTRICT, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from any sums due, or to become due to DEVELOPER.
8. Commercial General and any Auto Automobile Liability Insurance.
 - a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.
 - b. The Commercial general and any auto automobile liability insurance coverage shall also include, or be endorsed to include, the following:
 - (i) Provision or endorsement naming the DISTRICT and each of its officers, officials, employees, agents, and volunteers as

additional insureds in regards to: liability arising out of the performance of or failure to perform any work under the Agreement or on the Project; liability arising out of activities performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees, agents or volunteers.

- (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents, and volunteers to the extent the DISTRICT is an additional insured. Any insurance or self insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be in excess of DEVELOPER's insurance and shall not contribute with it.
- (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, agents, or volunteers.
- (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Agreement, including, without limitation, that set forth in Article VI, Section A, Indemnity.

C. Limitation of Liability. DEVELOPER's liability arising out of the performance of the work hereunder shall be limited to the aggregate of (1) the insurance coverage limits required under this Agreement; (2) any additional insurance coverage provided by DEVELOPER's policies for any such loss or damage; and (3) the amount of fees and expenses paid by DISTRICT to DEVELOPER in connection with this Agreement.

D. Independent Contractor. DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, contractors, subcontractors, consultants, and subconsultants shall not be considered officers, officials, employees or agents of the DISTRICT.

E. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party that is not a party to this agreement against either the DISTRICT or DEVELOPER.

- F. Binding on Successors.** The DISTRICT and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- G. Governing Law.** This Agreement shall be governed by the laws of the State of California, and venue for any action to enforce shall be in the County in which the Project is located.
- H. Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and DEVELOPER.

This Agreement has been entered into as of the day and year first written above.

"DISTRICT"

"DEVELOPER"

SOLANO COMMUNITY COLLEGE DISTRICT

DPR CONSTRUCTION

By: _____

By: _____

Name: Jowel C. Laguerre

Title: President

Name:

Title:

Exhibit A

Workers' Compensation Certificate

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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 Agreement.

By: _____

Title: _____

Exhibit B Scope of Work

General Requirements: Provide preconstruction services and deliverables, unless noted otherwise, for the Building 600 Campus Administration Project in accordance with the Exhibit PA – Preconstruction Services Agreement and as clarified below:

- A. Review Documents & Conditions.** The Developer shall review existing site documents and site conditions to become intricately familiar with and knowledgeable about all aspects of the project. These include but are not limited to any EIR's, programming and design documents, geotechnical investigations, any local business outreach requirements, surveys, estimates, schedules and requirements of regulatory authorities and become familiar with the site by observation.
- B. Preconstruction Services - Generally.** Perform design/preconstruction/pre-bid services, including but not limited to Constructability Reviews, Estimating, Scheduling/Pull Planning, Value Analysis/Engineering and Coordination during the design phase and DSA review period to confirm accuracy, best value and to prepare the project for bidding subcontracts and finalizing a GMP. Note: The Architect must design the Project to budget. The Construction Budget is Four Million Two-Hundred Thousand Dollars (\$4,200,000), although the board room expansion scope increases are currently under consideration. If the construction estimate is greater than the agreed-upon construction budget, the Bid Documents will include a deductive alternate for the lowest priority cost items that exceed budget. The Developer shall participate in the evaluation of Alternates as required. The Architect will issue design documents for review at each phase requiring a cost estimate and will consolidate and track input from the Developer, District, Project Manager and other reviewers. The Developer shall review the design documents at each phase, making recommendations to the Architect, appropriate to the level of design, regarding constructability, construction materials, methods, systems, phasing, schedules, and costs.

The Developer shall conduct full and complete constructability reviews, the minimum requirement for constructability reviews are at the 100% Design Development Documents, 50% Construction Documents, and 90% Construction Documents (prior to DSA submission) phases. The District will require the Developer to ensure the design documents are buildable and comprehensive. No increases to the construction GMP will be allowed for changes other than for District-directed scope alterations and unforeseen conditions. The Developer will respond in a timely manner to requests from the Architect for informal cost analysis during all design phases, including comparisons between materials or systems being considered for inclusion in the Project design. The Developer will prepare construction cost estimates and evaluate the cost estimates against the Project Construction Budget at each milestone listed below.

The selected Developer will also be responsible for recommending, if necessary, the appropriate action to correct and/or avoid potential cost overruns. The Developer shall develop the construction cost estimates in a consistent and easily understood agreed-upon format, such as Unifomat. The estimates shall be developed/updated and submitted to the District by the Developer, with copies to the Architect and Program Manager, at each of the following design phases:

- a. 100% Design Development

b. 50% & 95% Construction Documents (DSA Submission)

After preparation of each cost estimate, conduct meetings with the Architect and the Architect's estimator to compare estimates prepared by each party and to reconcile differences in the estimates in collaboration with the District and the Program manager.

The Developer and the Architect shall be jointly responsible for designing and bidding the Project to cause it to be constructed within the Project Construction Budget. The Developer shall:

- Cooperate with the Architect, the District and the Program Manager so that the Project meets the Construction Budget at each design phase.
- Suggest alternative materials, systems and solutions to improve value to the District and/or reduce project cost.
- Assist the District and Architect to develop bid alternates (deductive or additive) to control Project costs and to enable full utilization of the project budget.
- Conduct meetings related to cost control (value engineering) as needed to maintain the Project Construction Budget.
- Notify the District, Program Manager and the Architect of unintended effects that may result from design changes or cost reductions made to control costs. Authorization to proceed with the next step in the design or bidding process is contingent upon the District's written acceptance of the building cost estimates prepared by the Developer, as reconciled with the Architect's estimate and compared to the Project Construction Budget.

C. Meetings. The Developer is expected to attend meetings as reasonably required during the design process. Meetings include, but are not limited to, design coordination, District/College coordination, public agency coordination, program/construction management coordination, estimate review, value engineering sessions, and scheduling. These meetings will occur bi-monthly at the main campus and will last, on average, about 90 minutes.

F. LEED & CCC/IOU. The Developer will support development of USGBC LEED Certified Strategies for building and documentation, as well as support the effort to earn incentives and rebates from the California Community College/Investor Owned Utility Energy Efficiency Partnership.

G. Preconstruction Schedule. Prepare a preconstruction activity schedule, in a scheduling format approved by the District, of all preconstruction activities, including design completion, regulatory agency permits, bidding, entitlement, required Board of Trustees actions and other project-related issues and activities, and update the schedule as necessary to reflect the most recent project developments and construction activities. At a minimum, update the schedule at each major design milestone and monthly.

H. Subcontract Bidding. Developer shall solicit bids for trade subcontracts mindful of quality, pricing, scheduling, and local subcontracting goals.

1. Competitive Bidding. A minimum of three (3) bids from qualified bidders for each trade package shall be received. In the event the Developer is unable to solicit three (3) bids, the situation must be

discussed with the District. Subcontractor selection will be finalized with input from the District and Program Manager. The Developer shall present all bids in an open-book format and prepare to recommend trade contractors for each scope of work. The District will require 10% local contractor/supplier participation.

2. Self-performing of work. Any scope the Developer wishes to self-perform shall be bid competitively with the sealed bids being submitted to the Program Manager for review and selection. The Developer will submit their bid the day before all other bids are due.

3. Advertising. While advertising is encouraged, it is not technically required. Formal issuance of an Invitation to Bid, however, is required. Developer shall be mindful of quality, pricing, scheduling, Construction, and the District's local subcontractor participation goals.

4. Bid Document Reproduction and Distribution. The District shall identify the source of Bid Document reproduction and ensure all originals are available. Bid Documents include the Project Manual, Specifications, Drawings and Supporting Documents such as the Soils Report. The Developer shall coordinate the distribution of Bid Documents to bidders and other resources, such as Builder's Exchanges.

5. Subcontract Scope Review. Prior to submission of bids, Developer shall review each trade's scope in detail and shall also provide a clear explanation to the trades how the bid process will work.

6. Listing of Subcontractors. In accordance with California Public Contract Code, any subcontract valued over 0.5% of the GMP value shall have their name listed with submission of the GMP. Within 2 working days of GMP submission, the detailed subcontractor listing shall be submitted.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: TENTATIVE DISTRICT GENERAL FUND BUDGETS AND PROPOSED TIME AND PLACE FOR THE PUBLIC HEARING AND ADOPTION OF THE OFFICIAL DISTRICT BUDGETS FOR 2013-2014

REQUESTED ACTION: APPROVAL

SUMMARY:

Yulian I. Ligioso, Vice President of Finance & Administration, will present for acceptance the District's Tentative 2013-2014 general fund budgets and the dates to establish the public hearing and formal adoption of the 2013-2014 budgets. A Board Study Session was held on the budgets on June 5, 2013.

The public hearing and the adoption of these official 2013-2014 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting of Wednesday, September 4, 2013, location to be determined.

A copy of the budget document will be provided to the Board of Trustees under separate cover.

Government Code: CCR, Title 5, Section 58301 Board Policy: 3000, 3005 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

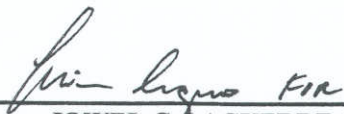
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**
SUBJECT: **CANVAS SERVICE AGREEMENT**
REQUESTED ACTION: **APPROVAL**

SUMMARY:

In November of 2011, the Board approved a Request for Proposal (RFP) for a Learning Management System (LMS) for our Distance Education Program. As a result of this RFP, the decision was made to move forward with a phased transition from eCollege (Pearson Learning Studio) to Canvas by Instructure, Inc. Today, the District has negotiated a service agreement that is within our proposed budget and better serves our faculty and students. Board approval is requested of this agreement in order to begin integrating our system with this new learning management system.

For a breakdown of costs, please see Attachment A, "Yearly Breakdown of the Cost of Canvas."

Government Code *N/A* Board Policy *N/A* Estimated Fiscal Impact: **\$108,925 for 2013-14**
CEO 2012-13 Goals: #5

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7102

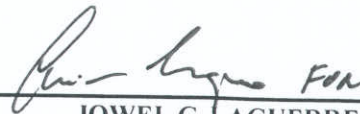
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

June 7, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

June 7, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

ATTACHMENT A

Yearly Breakdown of the Cost of Canvas

Item	Year 1	Year 2	Year 3	Year 4	Grand Total
Pro-rated FTE (2,500 to 4,500) @ \$19/FTE	\$ 66,500.00	\$ 129,713.00	\$ 152,697.00	\$ 160,351.00	\$ 509,261.00
Premium Support	\$ 13,550.00	\$ 25,943.00	*NA	*NA	\$ 39,493.00
Tier 1 set-up	\$ 5,000.00	NA	NA	NA	\$ 5,000.00
Tier 1 Support	\$ 12,875.00	NA	NA	NA	\$ 12,875.00
Implementation	\$ 11,000.00	NA	NA	NA	\$ 11,000.00
Totals	\$ 108,925.00	\$ 155,656.00	\$ 152,697.00	\$ 160,351.00	\$ 577,629.00

* Basic support is included in the subscription fee.



Services Order Form

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121

Customer Contact Information

Customer	Solano Community College	Contact	Eddie Sampson
Address	545 Columbus Pkwy	Phone	801.550.9045
City	Vallejo	Email	eddie@instructure.com
State/Province	CA		
Zip/Postal Code	94591		

Products & Fees					
Description	Term	Metric	Quantity	Price	Total
Canvas Cloud	7.1.13 to 12.31.13	FTE	2,500	6 mo. @ \$19 yearly	\$23,750
	1.1.14 to 6.30.14	FTE	4,500	6 mo. @ \$19 yearly	\$42,750
	7.1.14 to 12.31.14	FTE	6,000	6 mo. @ \$19 yearly	\$57,000
	1.1.15 to 6.30.15	FTE	7,654	6 mo. @ \$19 yearly	\$72,713
	7.1.15 to 6.30.16	FTE	7,654	\$19.95	\$152,697
	7.1.16 to 6.30.17	FTE	7,654	\$20.95	\$160,351
Canvas Support-Premium	7.1.13 to 12.31.13	20% of subscription or \$5k min	N/A	\$5,000	\$5,000
	1.1.14 to 6.30.14	20% of subscription	N/A	\$8,550	\$8,550
	7.1.14 to 12.31.14	20% of subscription	N/A	\$11,400	\$11,400
	1.1.15 to 6.30.15	20% of subscription	N/A	\$14,543	\$14,543
Canvas Support - Tier 1 Set-Up	N/A	N/A	N/A	\$5,000	\$5,000
Canvas Support- Tier 1	7.1.13 to 12.31.13	6mon @ \$3.50/FTE	2,500	\$5000 (min)	\$5,000
	1.1.14 to 6.30.14	6mon @ \$3.50/FTE	4,500	\$7,875	\$7,875
Implementation & Training	N/A	N/A	N/A	\$11,000	\$11,000
Total					\$577,629

Implementation & Training Services includes:

- Production account setup.
- Authentication integration assistance. (For supported identity providers only: i.e., LDAP, CAS or SAML 2.0.)
- Starter training to be delivered online. (LMS Administrator Training, Support Training, and Instructor Training webinars.)
- Basic SIS endpoint. (We enable the Instructure bulk enrollment API which accepts updates provided in the Canvas SIS Import Format.)
- Production Support Configuration for support ticketing system.
- Test Instance. (Test instance that refreshes weekly.)

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form .
 For the initial term, Customer must pay such amount to Instructure on the date of this order.
 For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term, and Customer must pay such invoice within 30 days of receipt.

Duration: This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement.

Terms: This order is governed by the terms of Master Subscription Services Agreement between the parties (**Agreement**), which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the Agreement, this order governs. This order and the Agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order. Any terms used in this order but not defined, will use the definitions in the Agreement.

Solano Community College

By: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc.

By: _____

Name: _____

Title: _____

Date: _____



Master Subscription Services Agreement

This agreement is between Instructure, Inc., a Delaware corporation (**Instructure**), and the entity or individual agreeing to these terms (**Customer**). It is effective as of the date of the last signature.

LEARNING MANAGEMENT SYSTEM SOFTWARE SERVICE. With a signed order, Instructure will provide its learning management system software as a service through a URL within a hosted server environment under the terms below (**Service**). This agreement contemplates one or more orders for the Service, which are governed by the terms of this agreement. **User means** a student, teacher, or administrator of Customer's educational institution, who is authorized by Customer to use the Service with an assigned login credential.

(1) USE OF SERVICE.

- a). **Customer Owned Content.** All information, data, results, plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under Customer's account in the Service remains the sole property of Customer, as between Instructure and Customer (**Customer Content**). Customer grants Instructure the right to use the Customer Content solely for purposes of performing under this agreement. During the term of this agreement and for 3 months after expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service. Instructure has no obligation to maintain the Customer Content 3 months after expiration or termination.
- b). **API Access.** Instructure provides access to its application-programming interface (**API**) as part of the Service for no additional fee. Subject to the other terms of this agreement, Instructure grants Customer a non-exclusive, nontransferable, terminable license to operate the API only for purposes of interfacing Customer's technology applications or services with the Service as allowed by the API. The Instructure **API Policy** is located at <http://www.instructure.com/policies/api-policy>
 - i. Customer may not use the API in a manner, as reasonably determined by Instructure, that exceeds reasonable request volume, constitutes excessive or abusive usage, or fails to comply with the API Policy or with any part of the API. If any of these occur, Instructure can suspend or terminate Customer's access to the API on a temporary or permanent basis.
 - ii. Instructure may change or remove existing endpoints or fields in API results upon at least 30 days notice to Customer, but Instructure will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Instructure may add new endpoints or fields in API results without prior notice to Customer.
 - iii. Instructure will maintain and provide access to an API, unless it terminates the API for all customers with notice, as it is not technically feasible or economically viable to continue granting access to the API.
 - iv. The API is provided on an 'AS IS' and 'WHEN AVAILABLE' basis. Instructure has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.
- c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Content (defined below), and User activity in its account in the Service, (ii) must keep its passwords secure and confidential, and notify Instructure promptly of any known unauthorized access, and (iii) may use the Service only in accordance with applicable law.
- d). **Customer Restrictions.** Customer may not, and will use reasonable means to ensure that each User does not,
 - i. sell, resell, rent or lease the Service or API (defined below);
 - ii. use the Service, for non-Customer educational purposes, to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable, unlawful or tortious material, or any other material in violation of a third-party right;
 - iii. use the Service to harm or impersonate any person, or for any commercial purpose;
 - iv. interfere with or disrupt the integrity or performance of the Service; or
 - v. attempt to gain unauthorized access to the Service or their related systems or networks.
- e). **Disclosure of User Information.** Instructure may access, preserve, and disclose User's registration and any other information if required to do so by law or based on Instructure's good faith belief that such access preservation or disclosure is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (iii) respond to customer service inquiries; or (iv) protect the rights, property, or personal safety of Instructure, other users or the public.
- f). **Customer Support.** Instructure must provide customer support for the Service under the terms of Instructure's Customer Support (**Support**), which are located at <http://www.instructure.com/policies/support-terms>, and are incorporated into this agreement for all purposes.

(2) PAYMENT TERMS.

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly provided below).

(3) WARRANTY/SERVICE LEVEL AGREEMENT AND REMEDY.

- a). **FERPA Compliance Warranty.** Each party represents and warrants to the other party that it will comply with all applicable provisions of the Family Educational Rights and Privacy Act, as amended (FERPA), and other laws with respect to its activities under this agreement, including without limitation, Instructure's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on use or disclosure of education records. Instructure will implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure the Customer Confidential Information (defined below) and data. Instructure agrees: to abide by FERPA's limitations on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this agreement, as required by law, or as authorized by Customer in writing.
- b). **Service Availability Warranty.** Instructure warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum availability in a trailing 365-day period as provided below (excluding scheduled outages, force majeure, and outages that result from any Customer or User technology issue), (ii) the functionality or features of the Service may change but will not materially decrease during a paid term, and (iii) that Support may change but will not materially degrade during any paid term.

Annual Availability Warranty: 99.9% availability percentage

- If Enterprise Customer has been using the Service for less than 365 days, the preceding 365 days will be used but any days prior to Enterprise Customer's use of the Service will be deemed to have had 100% availability.
- Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

An Enterprise Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the Service was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee. Customer's exclusive remedy and Instructure's sole obligation for breach of the warranty in b(i) will be for Instructure to provide a credit as provided above; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

- c). **Third Party Links/Service Disclaimer.** The Service may contain links to third party web sites (including without limitation, links provided by instructors) or access third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.
- d). **Warranty Disclaimer.** INSTRUCTURE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. WHILE INSTRUCTURE TAKES REASONABLE MEASURES TO SECURE THE SERVICE, INSTRUCTURE DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED.

(4) MUTUAL CONFIDENTIALITY.

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information).
- b). **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

(5) PROPRIETARY RIGHTS.

- a). **Reservation of Rights by Instructure.** The software, workflow processes, user interface, designs, know-how, API information, third party technology and other technologies provided by Instructure as part of the Service are the proprietary property of Instructure and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Instructure. Instructure reserves all rights unless expressly granted in this agreement.
- b). **Customer Restrictions.** Customer *may not*:
 - i. reverse engineer the Service or the API;
 - ii. remove or modify any proprietary marking or restrictive legends in the Service; or
 - iii. access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
- c). **Feedback.** Instructure may contact each User (no more than once each year) for the *sole purpose* of seeking aggregate anonymous feedback regarding performance of the Service and suggestions for improvements. Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to all feedback and suggestions regarding the Service.

(6) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a). **EXCLUSION OF CERTAIN DAMAGES.** INSTRUMENT IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE).
- b). **LIMITATION OF LIABILITY.** EXCEPT FOR INSTRUMENT'S INDEMNITY OBLIGATIONS, INSTRUMENT'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

(7) TERM, TERMINATION, AND SUSPENSION OF SERVICE.

- a). **Term.** This agreement continues for the duration specified on the order (**Term**).
- b). **Mutual Termination for Material Breach.** If either party is in material breach of this agreement (including without limitation non-payment of any amounts owed Instructure), the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- c). **Return or Destroy Upon Termination.** Upon termination or expiration of this agreement for any reason, Customer must pay Instructure all amounts owed, and destroy or return all property of Instructure. Customer will confirm this destruction or return requirement in writing upon request of Instructure.
- d). **Suspension of Service and Removal of Customer Content for Violations of Law or Policy.** Instructure may immediately suspend the Service and remove applicable Customer Content if it in good faith believes that, as part of using the Service, Customer may have violated a law or a restriction in this agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

(8) GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Utah, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Salt Lake County, UT. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

(9) INDEMNITY.

- a). **By Instructure for Infringement.** If a third-party claims that the Service (other than related to any Customer Content) infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer:
 - i. promptly notifies Instructure in writing of the claim; and
 - ii. allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement.

If such a claim is made, Instructure could continue to enable Customer to use the Service or to modify it. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer) upon notice to Customer and with the return of any prepaid and unused fees. This indemnity does not apply to the extent of any technology not provided by Instructure, if the Service is used other than in accordance with this agreement, or with third party technology it is not designed to operate with.

- b). **By Customer.** If a third-party claims against Instructure that any part of the Customer Content infringes or violates a patent, copyright or other right, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure:
 - i. promptly notifies Customer in writing of the claim; and
 - ii. allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

(10) MISCELLANEOUS OTHER TERMS.

- a). **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- b). **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c). **Publicity.** Customer agrees to act as a reference account that will, upon Instructure's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective customers and participate in Service-related case studies. Customer agrees to issue joint press releases with Instructure regarding the Service, *as approved by Instructure*. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.
- d). **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- e). **Independent Contractors.** The parties are independent contractors with respect to each other.
- f). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- g). **No Additional Terms.** Instructure rejects additional or conflicting terms of any Customer form-purchasing document.
- h). **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- i). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- j). **Notices.** For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account.
- k). **CISG.** The Convention on Contracts for the International Sale of Goods does not apply.
- l). **Force Majeure.** Neither party is liable for force majeure events.

Solano Community College

Instructure, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

Address

6330 South 3000 East
Suite 700
Salt Lake City, UT 84121

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**
SUBJECT: **ACADEMIC AFFAIRS REORGANIZATION**
REQUESTED ACTION: **INFORMATION/ACTION**

SUMMARY:

Interim Vice President, Diane White, will provide to the Governing Board an update on the Academic Affairs Reorganization.

Government Code: N/A *Board Policy: N/A* *Estimated Fiscal Impact: N/A*
BOT 2012-13 Goal: #5

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane White
Interim Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7102

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

June 7, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Academic Reorganization

Developed: Spring/Fall 2012

Implementation: July 1, 2013

School of Liberal Arts
To be filled

- Art
- Basic Skills (English)
- Cinema
- Communication Studies
- English
- ESL
- Foreign Languages
- Humanities
- Interior Design
- Journalism
- Music
- Philosophy
- Photography
- Reading
- Sign Language
- Theater Arts
- TV

School of Mathematics and Science
To be filled

- Astronomy
- Basic Skills (Math)
- Biology
- Bio-Technology
- Chemistry
- Engineering
- Geography
- Geology
- Horticulture
- Mathematics
- MESA
- Physical Science
- Physics
- Water/Wastewater

School of Career Technical Education and Business
M. Morinec

- Accounting
- Air Cond & Refrig
- Automotive Business
- CA/OT
- CIS
- Cosmetology
- Criminal Justice
- Drafting
- Economics
- Green Grant
- Industrial Education
- Maintenance Tech
- Management
- Marketing
- Occ Ed/Work Exp
- Real Estate
- Welding

School of Health Sciences
To be filled

- Nursing
- EMT

School of Human Performance and Development
L. Espinoza

- Athletics
- Child Development and Family Studies
- Children's Programs
- Community Ed
- Dance
- Health Ed
- Kinesiology
- Nutrition
- Sports Med/Fitness Science

School of Social & Behavioral Sciences
To be filled

- Anthropology
- Distance Ed
- Ethnic Studies
- History
- Human Services
- International Relations
- Political Science
- Psychology
- Social Science
- Sociology
- Academic Success Center (Athletic Skills Center, Learning Communities, Tutoring)

Aeronautics and Fire Technology transferred to Vacaville Center

Foster Care Program, Puente and UMOJA to remain in Student Services

Facilities Use transferred to Finance & Administration

Additions

- Add .2 coordinator per division for SLO's, Program Review, planning, and other duties to be assigned.
- 2013-14 Academic Year: Department Chairs possible, but must be negotiated with SCFA
- Admins for Schools: Liberal Arts (1), Sciences (1), Career Tech Ed & Business (1.5), Human Performance & Development (1.5), Social & Interdisciplinary Studies (1)
- Curriculum Office staff increased from 2 to 3

The reorganization was made possible by the savings from the reduction in LMS Costs

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

TO: Members of the Governing Board

**SUBJECT: ACCOUNTING ADVISORY: PROPOSITION 30 EDUCATION
PROTECTION ACCOUNT**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, passed in November 2012, temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have sole authority to determine how the monies received from the EPA are spent, provided that the Governing Board makes these spending determinations in open session of a public meeting of the Governing Board. Each entity receiving funds must annually publish on its Internet Web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

Staff recommends faculty salaries and benefits be recorded annually in the EPA accounts to fully spend down such temporary tax revenues.

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

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED NEW JOB DESCRIPTION—SMALL BUSINESS
SECTOR NAVIGATOR (ADMINISTRATIVE LEADERSHIP
GROUP)**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

This is a new position created as part of the new “Doing What Matters for Jobs and the Economy” framework that the Chancellor’s Office is implementing for the Economic and Workforce Development Program (EWDP). The Small Business Sector Navigator effectively replaces what were previously called Initiative Directors for the ten EWDP initiatives. The California Community Colleges Chancellor’s Office has selected Solano Community College to receive a grant to host the Small Business Sector Navigator, which is a statewide leadership position that will be coordinating the small business programs of all 112 community colleges across the state. The amount of the grant is \$372,500 and the term of the agreement will cover the period from July 1, 2013 through June 30, 2014. The grant may be renewed annually for up to an additional four years contingent on successful completion of required outcomes and availability of funding.

Government Code: Ed Code Board Policy: 4720 Estimated Fiscal Impact: Unknown
88001:88009:88013

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, California 94534

ADDRESS

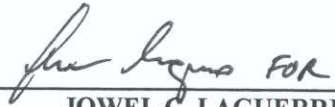
707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS TITLE: SMALL BUSINESS SECTOR NAVIGATOR (Classified Manager)

BASIC FUNCTION:

Under the direction of the Vice President of Academic Affairs, directs, manages, supervises, and coordinates activities related to the Small Business Sector Navigator Grant funded by the California Community Colleges Economic and Workforce Development Program. The Sector Navigator role is a key talent role for the California Community College Chancellor's Office (CCCCO) and will participate as part of the Vice Chancellor of Economic and Workforce Development Extended Operations Team.

REPRESENTATIVE DUTIES:

In collaboration with CCCCCO, will respond to the statewide need within the small business sector to act as workforce systems integrator, identifying and connecting needs and resources, and designing and responding to outcomes that directly and indirectly move the needle on student success and student wage gains.

Provide technical assistance, and logistical support to statewide and regional projects with clear outcomes to advance sector strategies, regional development, accountability-based performance metrics, alignment with statewide LaunchBoard initiative, and the adoption of effective workforce and economic development practices.

Identify and advocate programmatic priorities with consideration for common metrics and accountability measures in consultation with regional and statewide advisory bodies. Structuring at least one statewide or multi-region advisory body where business representation is at least 50%.

Act as first point of contact for statewide industry organizations and employers with the intent of assisting engagement with the community college system by making use of regional consortia and/or other organizations to respond to sector needs, representing the Chancellor's Office at state-level meetings and workgroups and facilitating business/industry connection with college programs, and other duties as appropriate.

Act as sector expert staying current with industry workforce development needs, trends, and funding opportunities in order to provide expert guidance to the Chancellor's Office, regional consortia and regional sector-specific centers. While concurrently possessing knowledge of community college regulations, processes and practices in order to effectively deliver common metrics and accountability measures.

Fund and cultivate collaborative communities so that practitioners and/or faculty can collaborate and provide peer-to-peer knowledge exchange in areas of common interest with a specific objectives timelines and outcomes for improvement within the sector.

Support sector partnerships through shared Hub services including marketing, Web site development/maintenance, meeting logistics, data collection/reporting, and internal analysis of effectiveness.

Assist regional consortia and centers in meeting the needs of the small business sector and in evaluating the impact of the small business sector on the region's economy, assist in the formation of workforce development networks, and development of contract and fee-supported approaches for meeting workforce development needs in the small business sector.

Support the goals and objectives of the California Community College Economic & Workforce Development Program (EWDP) providing leadership and coordination for the operational and strategic activities of the small business sector.

Explore funding opportunities to expand delivery of small business sector services and training/curriculum statewide.

Provide support and technical expertise to the subcommittees of the Economic and Workforce Development Program (EWDP) Advisory Committee and other task forces and work groups.

Monitor and assess all Deputy Small Business Sector Navigators to assure adherence to work plans, budgets, and develop performance improvement action plans as needed.

Develop and offer professional development activities as related to the small business sector.

Accurately prepare and submit all required quarterly and annual reports to the state Chancellor's Office; prepare, submit and administer a timely budget.

Represent the California Community Colleges and the EWDP as a subject matter expert for the small business sector in regional, state, national meetings and in outreach to business and industry.

Lead the Small Business Sector in developing regional and national partnerships and cooperative ventures with businesses, professional organizations, government agencies and/or community based organizations.

Performs related duties and responsibilities as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Small business management.

Federal, state, and regional resources available to small businesses.

Higher education mission, organization, operations, policies and objectives in community colleges.

Current teaching and learning methods.
Budget preparation and administration.
Pertinent federal, state, and local laws, codes and regulations.

Principles of public relations.

SB 1440 Transfer Model Curriculum (TMC).
Course Identification Numbering System (C-ID).
Curriculum Inventory 2.0
Program and Course Approval Handbook.
New CTE standards of the California Department of Education.

ABILITY TO:

Provide professional leadership and direction for the assigned operation.
Recommend and implement goals, objectives, and practices for providing effective and efficient services.
Work within complex, integrated Enterprise Resource Planning (ERP) systems.
Investigate, analyze and make recommendations for needed courses and program direction.
Prepare and administer budget.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Learn, interpret and apply District policies and procedures.
Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local laws, regulations, policies, and procedures.
Maintain accurate schedules, arrangements and records.
Manage, direct, work effectively with, and coordinate the work of assigned staff.
Select, supervise, train, and evaluate classified staff.
Communicate effectively, both verbally and in writing, with faculty and staff, students, and community members. Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
Work cooperatively with other administrators and staff to offer effective services to students.
Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
Work with Board/District approved guidelines to establish positive media and community relations.

EDUCATION AND EXPERIENCE:

The minimum qualifications for service as a Small Business Sector Navigator shall be the following:

SMALL BUSINESS SECTOR NAVIGATOR

Page 4

- a. Possession of a Master's degree from a regionally accredited institution of higher education or equivalent in a college discipline or education; Master's of Business Administration preferred.
- b. Three years of experience in the operation of a small business and/or in the management of economic development programs.
- c. Three years of increasingly responsible leadership experience; community college experience preferred.

Board Approval:

NEW

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED REVISED JOB DESCRIPTION—DIRECTOR,
SMALL BUSINESS DEVELOPMENT CENTER
(ADMINISTRATIVE LEADERSHIP GROUP)**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

It has been determined that there is a need for a revision of the Small Business Development Center Director position. The revised job description is attached.

Approval is requested at this time.

Government Code: Ed Code Board Policy: 4720 Estimated Fiscal Impact: Unknown
88001:88009:880013

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, California 94534

ADDRESS

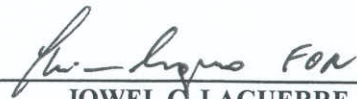
707-864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

June 7, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

June 7, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR, SMALL BUSINESS DEVELOPMENT CENTER

BASIC FUNCTION:

Under the direction of the ~~Associate Vice President of Workforce and Community Development~~ ~~Dean~~ *Dean, Vallejo Center*, the Director of the Small Business Development Center (SBDC) is responsible for planning, developing, marketing, and overall administration of the Solano *Community* ~~County Community College District~~ SBDC in accordance with the goals and objectives of the State of California, the Chancellor's Office of the California Community Colleges, and the U.S. Small Business Administration (SBA) Small Business Development Center Programs. Emphasis in responsibility is placed in the areas of developing programs to meet the specific technical assistance and training needs of the small business community, providing liaison with both public and private sector small business assistance organizations, and the overall coordination of direct small business services within the Solano ~~County~~ Community College District.

REPRESENTATIVE DUTIES:

- ~~Plan, direct and coordinate the programs and services of the Small Business Development Center.~~
- ~~Supervise business consulting, administrative, and clerical staff assigned to the SBDC.~~
- ~~Establish formal cooperative agreements and small business programs with public and private sector individuals and/or entities to provide direct technical assistance and training opportunities for small businesses.~~
- ~~Assume responsibility for preparation and submission of periodic reports, grant proposals, and other program applications related to small business development.~~
- ~~Represent the District on various community, statewide, and national committees and at various meetings and conferences related to small business development programs and services.~~
- ~~Cooperate with academic deans, community education specialists, and other appropriate management staff in the development of programs and curricula for small business owners.~~
- ~~Develop fee-based and/or credit seminars and classes to meet the specific needs of the small business sector.~~
- ~~Coordinate community advisory board, and subcommittees thereof, to assist in design and marketing of small business development programs.~~

~~Develop and coordinate an overall marketing plan to promote the Small Business Development Center and its services to small businesses.~~

~~Establish systems to collect and monitor small business activities, client services, and budget expenditures.~~

Plans, coordinates, and evaluates the SBDC in a manner that will ensure comprehensive service delivery to the small business community in Solano County.

Ensures that advising and training are showing measurable economic impact for local businesses including jobs created, businesses created, jobs retained, increased sales, loans and/or equity acquired to expand the business.

Works with the Dean to develop and administer budgets. Secures additional funding sources to meet SBDC operational needs, including cash and in-kind match requirements.

Coordinates the resources of community small business organizations and agencies, chambers of commerce, the U.S. Small Business Administration, and local, state and federal agencies to provide a comprehensive assistance delivery system for the small business community.

In collaboration with appropriate campus departments, develops contracts and partnerships to generate additional income, including identifying and developing grant applications.

Monitors grants and contracts for compliance and prepares quarterly and annual narrative and fiscal reports, along with other required reports.

Fosters positive working relationships with local, state, and federal elected officials, as well as public and private institutions and organizations; ensures awareness of SBDC services available to the small business community and, as necessary, advocates on behalf of small business owners and new entrepreneurs.

Provides direct communication and creates an ongoing working relationship with financial institutions, legal and trade associations, private consulting firms, and small business associations.

Provides liaison between Solano College and other regional colleges, chambers of commerce, the Regional Sector Navigator for Small Business, and the Bay Area Community College Consortium (BACCC).

Develops, facilitates, and conducts business workshops to support the SBDC; provides

individualized counseling to SBDC clients.

Delivers presentations about the SBDC and/or specific topics to classes, community organizations, financial institutions, government entities, and others.

Participates on District committees and/or in other college functions, as appropriate; represents Solano College at local, regional, and statewide meetings.

Participates in Regional SBDC meetings and participates in the development of and implementation of the Regional SBDC Strategic Plan.

Develops and/or coordinates a marketing plan of SBDC services and programs, including social media and other electronic marketing. Writes and/or approves all SBDC materials, publications, and press releases.

Develops and implements appropriate evaluation procedures to ensure the quality of services delivered.

Maintains and convenes Small Business Development Center Advisory Board, as required by funding partners.

Participates in staff selection; responsible for training, supervising, and evaluating assigned staff, business advisors, and volunteers.

Perform other related duties as assigned.

EMPLOYMENT STANDARDS

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

General business practices; financing, fundraising; provisions of the laws affecting small businesses in California; program management and development; principles of effective supervision and employee motivation; contract negotiations; budget development and tracking; Affirmative Action/Equal Opportunity policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse cultural groups, women and the disabled; interpersonal skills using tact, patient and courtesy; and principles and practices of administration, supervision and training.

ABILITY TO:

Read, interpret, apply and explain rules, regulations, policies and procedures; train, supervise and evaluate assigned personnel; meet schedules and timelines; plan and organize work; analyze situations accurately and adopt an effective course of action; maintain records

_____ and prepare clear and concise reports; learn and interpret laws, rules, regulations, policies, and procedures applicable to state and federal small business programs and small business development; plan, direct and coordinate programs and services for small business development in Solano County; travel statewide and throughout the County in the performance of responsibilities; supervise the SBDC office operations and staff; work independently and under limited supervision; establish good community linkages and public relations; speak and write effectively and communicate with small business owners, service providers, civic leaders in the public and private sectors and district employees; have sensitivity for and work cooperatively with men and women for diverse cultural backgrounds, including the disabled.

EDUCATION AND EXPERIENCE:

A Bachelor's degree in business administration, public administration, economic development, finance, or related field. A minimum of three years of full-time and successful experience providing professional small business assistance, including experience in program development and implementation or two years of full-time experience as a proprietor/manager of a small business.

SD/zg:Dir of Sm Bus Dev Cntr

Board approved: 11/15/95

Revised: 4/21/99

XXXXXX

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED REVISED JOB DESCRIPTION—FINANCIAL
AID SYSTEMS ANALYST
REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

It has been determined that there is a need to update and edit the current position of Financial Aid Systems Analyst. The revised job description is attached.

The salary range will increase from Range 15 to Range 16 on the CSEA salary schedule.

Approval is requested at this time.

Government Code: Ed Code Board Policy: 4720 Estimated Fiscal Impact: Unknown
88001:88009:880013

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, California 94534

ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 7, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

June 7, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS TITLE: FINANCIAL AID SYSTEMS ANALYST

BASIC FUNCTION:

Under the general direction of the Director of Financial Aid, the Financial Aid Systems Analyst assists in the planning, organization and supervision of the Financial Aid Office, with primary responsibility of oversight of all software applications and processes used by the financial aid staff.

DISTINGUISHING CHARACTERISTICS:

The Financial Aid Systems Analyst is specifically responsible for researching, planning, and making recommendations for system enhancements to improve efficiency and productivity in the delivery of financial aid to students. This is an advanced technical position. It is expected that the individual will develop best practices for managing the extensive and complex financial aid data within the Financial Aid Services Office.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following listing of essential job duties indicates the general nature and level of work required in this job. This is not designed to be a comprehensive listing of all the activities, duties, or responsibilities that may be required in this position.

1. Remains current regarding all federal and state regulations pertaining to financial aid programs.
2. *Is responsible for disbursement and reconciliation (R2T4) of fourteen programs to include: BOGG A/B/C, CISIR BOGG, PELL, SEOG, Federal Work Study, Scholarships, EOPS CARE/ EOPS Grants/ EOPS Book loans, CAL Grant B, CAL Grant C, Direct Subsidized loan, Direct Unsubsidized loan, and CHAFEE Grants, resulting in approximately 20 Million dollars each school year.*
3. *Required training attend conferences; via phone, Web and in person to keep abreast of pending changes in federal and state regulations for the financial aid program each new school year. CISOA and BANNER training for system changes and enhancements.*
4. *Performs needs analysis of financial aid processes by reviewing, analyzing, and creating detailed documentation of financial aid systems, process flows, staff and student needs. This is required each school year as federal and state regulations change.*

FINANCIAL AID SYSTEMS ANALYST – Page 2

5. *Researches, troubleshoots, and advises on software interfaces with the Banner administrative system. Defines business needs and analyzes system upgrades and patch release guides documentation that directly affect the Financial aid program.*
6. Makes recommendations on installations, timing, and training.
7. Analyzes impact of system (Common Origination & Disbursement (COD), EdConnect, Banner, National Student Loan Data System (NSLDS, **Higher One, XAP; and FATV** upgrades to existing financial aid processes to determine the potential impact to process flow.
8. *Performs tasks at the operational level and customer service communication level associated with the administration of student financial aid. Adheres to federal and state policies, procedures and guidelines as well as those of the College and campus financial aid programs.*
9. Troubleshoots issues that arise regarding students accounts in Banner and Higher One that may affect student financial aid payments.
10. Transmits and requests electronic data from the Department of Education and Common Origination and Disbursement (COD).
11. *Transmits information regarding new Dream Act procedures from WebGrants (CSAC) in order to stay in compliance with the new AB540 students receiving BOGG fee waivers.*
12. *Coordinates the loading of Institutional Student Information Records (ISIRs) into the Banner system, as well as, packaging of federal, state and institutional aid. Writes Adhoc reports using the College report writing system.*
13. *Organizes and prepares a variety of technical reports, including creating and running population selections (POPSEL) in Banner. Locates and extracts data from a variety of information sources (Banner, COD, EdConnect, Evisions, Higher One, CSAC etc.).*
14. *Develops regular training materials and presents training procedures to Financial Aid staff incorporating changes in regulations, software and office procedures.*
15. Serves as the primary technical liaison between IT programmers as well as other institutional offices to develop technical solutions in support of institutional strategic initiatives.

FINANCIAL AID SYSTEMS ANALYST – Page 3

- 16. Works in partnership with the Fiscal Services Department to ensure students funds are disbursed on a bi-weekly basis throughout the semester, and reconciliation is processed monthly.*
- 17. Runs weekly procedures for all financial aid programs to ensure proper disbursements and implementation of the various Financial Aid programs, including PELL, SEOG, EOPS, CARE, CAL Grants, Chafee Grants and scholarships.*
- 18. Works closely with representatives from Higher One and FATV to learn and manage products via phone, Web, and in person effective communication.*
- 19. Consistently responsible for meeting extremely important deadlines required by the Department of Education.*
- 20. Responsible for providing data to Research and IT departments for MIS and IPEDS reporting requirements.*
- 21. Responsible for training Analysts, Advisors/Specialist and Student Services Assistant II's in processes and procedures staying current with all Title IV programs as well as state and federal regulations.*
- 22. Assists Director in overseeing day-to-day operations for the efficient functioning of the Financial Aid Office.*
- 23. Assists the Director of Financial Aid in developing and generating statistical reports and yearly comparisons.*
- 24. Performs other duties as assigned*

MINIMUM QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE:

Graduation from high school, supplemented by college course work and three years direct and progressive experience in financial aid, *including extensive working knowledge of Banner System possesses understanding in the areas of applications, database, and system design*, or a combination thereof; combination of education and skills must indicate possession of the

FINANCIAL AID SYSTEMS ANALYST – Page 4

knowledge, skills, and abilities to successfully perform in this position. Bachelor's degree preferred.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain laws, rules, guidelines, curriculum, schedules, policies and procedures affecting assigned area of student services.

Ability to read, interpret, apply, and explain program requirements and restrictions.
Ability to effectively present information and respond to common inquiries or complaints from students, staff and the general public.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.

Ability to perform these operations using units of American money.

REASONING ABILITY:

Ability to interpret and apply state and federal laws, rules, and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Day-to-day operations and activities of financial aid programs and services.
Recruitment, interviewing, and advising techniques.
Special needs, problems, and concerns of the program participants.
Principles of training and providing work direction.

FINANCIAL AID SYSTEMS ANALYST – Page 5

- Recordkeeping and filing techniques.
- District organization, operations, policies and objectives.
- Modern office practices, procedures and equipment.
- Extensive knowledge of federal and state financial aid regulations, policies and guidelines.
- Advanced knowledge and familiarity with various Department of Education software, word processing, spreadsheets, databases and financial aid systems (i.e., Banner).
- Basic principles of data communication and high level of skill in operating computer systems and related equipment.
- Strong analytical abilities and problem solving skills.
- Fundamentals of accounting and fiscal reporting procedures.
- Organize, coordinate, and oversee the activities and daily operations.
- Provide specialized information and assistance to financial aid students.
- Communicate clearly about complex issues, both orally and in writing.
- Maintain abreast of trends, technological advances and changes in regulations applicable to assigned area.
- Maintain comprehensive records and files according to legal guidelines.
- Maintain confidentiality of information and records.
- Prepare statistical reports for regulatory agencies.
- Work effectively and simultaneously meet project deadlines with frequent interruptions.
- Work independently to complete complex tasks with minimum supervision.
- Plan and organize time and work effectively.
- Relate sensitively to students with special needs.
- Meet schedules and timelines.
- Operate office equipment, such as mainframe and microcomputers and printer, calculator, copier, automated telephone system, and facsimile machine.
- Use word processing, spreadsheet, and data base management computer software effectively.
- Perform assigned work with speed and accuracy.
- 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.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

FINANCIAL AID SYSTEMS ANALYST – Page 6

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or conduct work at other campus locations.

All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. The work environment is moderately noisy.

Board Approval: March 31, 2010
Revised: XXXXXXXX