

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

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

EMPLOYMENT 2013-2014

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Nazia Mostafa	Assessment Center Specialist Range 13/1	03/20/14

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Donna Laroski	From HR Generalist to Senior HR Generalist Range 35	10/01/13
Andrea Uhl	From Admin II to Admin III, Transferring to Workforce Development and Contract Education, Vacaville Center	04/01/14

Short-term/Temporary/Substitute

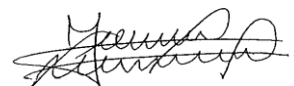
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Eileen Amick	Substitute Ex. Assist – HR	03/03/14 – 04/03/14	\$19.84 hr.
Donald Block	Custodian	02/26/14 – 06/30/14	\$12.53 hr.
Cyreille Carrera	Registration Aid (A&R)	01/01/14 – 06/30/14	\$10.00 hr.
Macariola Carica Saraza	Administrator on-site	02/01/14 – 06/30/14	\$35.00 hr.
Lisa Dillard	Registration Aid (A&R)	01/01/14 – 06/30/14	\$10.00 hr.
Debbie Dorrough	Nursing Lab Instructor	02/19/14 – 05/31/14	\$50.53 hr.
Laura Duran-Gomez	Registration Aid (A&R)	01/01/14 – 06/30/14	\$10.00 hr.
Marianne Flatland	Counseling (EOPS) Hourly	01/06/14 – 05/20/14	\$66.67 hr.
Sheila Johnson	Registration Aid (A&R)	02/11/14 – 06/30/14	\$10.00 hr.
Carolyn Pleasant	Registration Aid (A&R)	01/01/14 – 06/30/14	\$10.00 hr.

Bruce Petersen

Associate Vice President, Human Resources

March 07, 2014

Date Submitted



JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

March 07, 2014

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

March 19, 2014

Page 2

Short-term/Temporary/Substitute continued:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ruth Rich	Registration Aid (A&R)	01/01/14 – 06/30/14	\$10.00 hr.
Nanette Shaver	Office Assistant (HR)	03/03/14 – 06/30/14	\$9.60 hr.

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Barbara Bandy Rosado	Cutter/Draper for Theater Spring 2014 Performance	02/24/14 – 03/28/14	\$500.00

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Liberal Arts	Eliza Bonner	Work in painting studio
Liberal Arts	Kara Sabo	Work in print shop

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

2/10/2014	Vendor Payment	2511052462	\$11,790.00
2/10/2014	Vendor Payment	2511052463	\$50.00
2/10/2014	Vendor Payment	2511052464-2511052565	\$298,529.26
2/18/2014	Vendor Payment	2511052566-2511052576	\$207,761.90
2/18/2014	Vendor Payment	2511052577-2511052658	\$276,103.32
2/24/2013	Vendor Payment	2511052801	\$22,664.03
2/24/2013	Vendor Payment	2511052802-2511052899	\$954,182.75
2/25/2014	Vendor Payment	2511052900-2511052902	\$47,990.27
2/25/2014	Vendor Payment	2511052903-2511052977	\$185,799.44
3/03/2014	Vendor Payment	2511052978	\$20,522.61
3/03/2014	Vendor Payment	2511052979-2511053087	<u>\$494,263.61</u>
		TOTAL	\$2,519,657.19

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.

<i>Government Code:</i> ECS 70902 & 81656	<i>Board Policy:</i> 3240	<i>Estimated Fiscal Impact:</i> \$2,519,657.19
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso, Vice President
 Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
 Fairfield, CA 94534

ADDRESS

707-864-7209

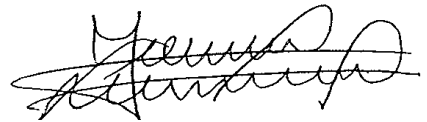
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**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, Interim Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Levi Duncan	Lighting design for Spring 2014 theatrical production	February 20, 2014 – March 28, 2014	Not to exceed \$500.00

Student Services
Shirley Lewis, Dean

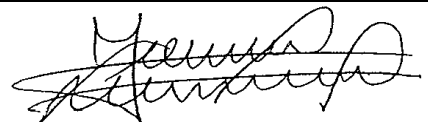
Diane Crosley-Mayers	Provide services for UMOJA Program	February 20, 2014 – June 30, 2014	Not to exceed \$8,000.00
Dr. Ella Tolliver	Provide services for Kaiser Project, UMOJA Peace Summit and UMOJA in-service training	March 12, 2014 – May 21, 2014	Not to exceed \$7,500.00

Yulian I. Ligioso

Vice President, Finance and Administration

March 7, 2014

Date Submitted



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

March 7, 2014

Date Approved

Superintendent-President’s Office
Jowel Laguerre, Ph.D., Superintendent-President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Nona Cohen-Bowman	Special projects and assist Human Resources with transition	March 1, 2014 – June 30, 2014	Not to exceed \$36,004.12

Workforce Training and Grants Management
Deborah Mann, Director

Harriete Heibel	Plan and Facilitate the Water/Wastewater Strategic Planning Retreat	March 20, 2014 – March 31, 2014	Not to exceed \$1,500.00
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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED AGREEMENT WITH ACCOUNTEMP, A ROBERT HALF COMPANY
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary "Purchasing Technician/Buyer" is required to backfill a vacant position while the District hiring process for the permanent position is carried out. The agreement is through June 30, 2014, or until the position is filled, whichever comes sooner. Total contract amount not to exceed \$40,000.

Attached is a copy of the agreement.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$40,000

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 864-7209

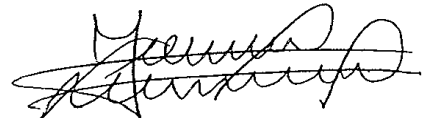
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

March 7, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 7, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

GENERAL CONDITIONS OF ASSIGNMENT

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

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our employees are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our employees authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Employment Taxes and Withholdings	<p><i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: Job Order #

Date: Start Date

TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of Functional Role is Candidate Name. The assignment will start on Start Date. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of Bill Rate per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

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

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

Job Order: Job Order #

Date: Start Date

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

TO: Members of the Governing Board

SUBJECT: DISTRICT-WIDE BUILDING PROJECTS SOLE SOURCE LIST: TECHNOLOGY SYSTEMS & DOOR HARDWARE

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to authorize “brand only” sole sourcing of Stanley Hardware and Dell technology infrastructure (servers, SAN, switches, routers, WIFI) and Dell end user systems (laptops, desktops and tablets). This request will apply to all construction projects as part of the District’s Measure G and Q Bond Programs. With the imminent acceptance of District design standards for Measure Q, the District has established a standard for type, function and quality to ensure compatibility with existing systems, ease of maintenance and repair for all construction projects door hardware and technology needs.

Pursuant to California Public Contract Code Section 3400 and other applicable statutes, the District may make a finding that a particular material, product, thing or services may be designated by specific brand or trade name in order to match other products in use on a particular public improvement either completed or in the course of completion (Public Contract Code Section 3400 (b)(2)). The product “Stanley Hardware” and “Dell” will be specified as a brand only sole source item. For “Stanley Hardware,” suppliers and installers will be included in competitive bidding process, and for “Dell,” installation and delivery is included in their total product price.

<i>Government Code: 3400</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Leigh Sata
 Executive Bond Manager

PRESENTER’S NAME

360 Campus Lane, Suite 201
 Fairfield, CA 94534

ADDRESS

707-863-7855

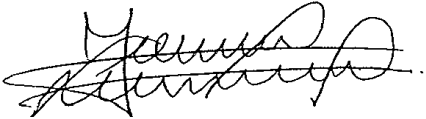
TELEPHONE NUMBER

Administration

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

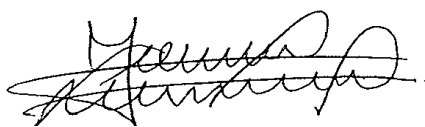
TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO COMPASS ENERGY
SOLUTIONS FOR ENERGY EFFICIENCY PROJECTS
ASSESSMENT AND SCOPE DEVELOPMENT SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

This is a correction to a Board approved contract for Compass Energy Solutions, inadvertently written to include an incorrect fee. The contract has been revised with a corrected total fee of \$20,000.

<i>Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$20,000</i>	
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Leigh Sata Executive Bond Manager	 JOWEL C. LAGUERRE, Ph.D. Superintendent-President
PRESENTER'S NAME	
360 Campus Lane, Suite 201 Fairfield, CA 94534	
ADDRESS	
(707) 863-7855	
TELEPHONE NUMBER	March 7, 2014
Administration	DATE APPROVED BY
ORGANIZATION	SUPERINTENDENT-PRESIDENT
March 7, 2014	
DATE SUBMITTED TO	
SUPERINTENDENT-PRESIDENT	

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Assessment and Scope Development Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 19th day of March, 2014 by and between the Solano Community College District, ("District") and Compass Energy Solutions ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Assessment and Scope Development Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on July 20, 2012 and will diligently perform as required and complete performance by March 20, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Thousand (\$20,000.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 4.1.1. Audit report of existing buildings on all three campus sites in order to determine the most effective energy efficient projects.
 - 4.1.2. Provide findings and recommendations and finalize the Scope of Work along with cost information and savings to be used in project implementation phase (s).
 - 4.2. The Services shall be performed at the hourly billing rates and total billing fee as referenced in the consultant and district Letter of Intent. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.:
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in

said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. **Termination.**

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

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

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

14. **Insurance.**

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

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

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

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

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

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

14.1.3. **Professional Liability (Errors and Omissions).**

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

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

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

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

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

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

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

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

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

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

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

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

Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
360 Campus Lane, Suite 203
Fairfield, California 94534
ATTN: Ines Zildzic

Consultant:

Compass Energy Solutions
1401 Huguenot Road Suite 204
Midlothian, VA 23113
ATTN: Johnny Mattice

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

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

written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 20____

Dated: _____, 20____

Solano Community College District

Compass Energy Solutions

By: _____

By: _____

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: Johnny Mattice

Print Title: Superintendent-President

Print Title: Director

Information regarding Consultant:

License No.: _____ : Employer Identification and/or Social Security Number

Address: **Compass Energy Solutions**
1401 Huguenot Road Suite 204
Midlothian, VA 23113

Telephone: 916- 216-6739

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: California
____ Limited Liability Company
____ Other: _____

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

_EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

This is an agreement for Consultant to provide an investment grade audit (IGA). This assessment will be presented to the District for review. Consultant will make a recommendation on the most cost effective, energy efficient projects. Once Consultant's findings and recommendations meet the Solano CCD financial criteria, Consultant will finalize the Scope of Work and its associated costs and savings. Consultant will secure all applicable rebates both gas and electric and any other available grants and dollars to maximize cost effectiveness. Consultant will provide various low cost finance options for the overall energy efficiency project implementation effort. Consultant will coordinate with PG&E to evaluate the points of service at Solano CCD and metering requirements.

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

TO: Members of the Governing Board
SUBJECT: AMENDED 2014-2015 ACADEMIC CALENDAR

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the revised 2014-2015 Academic Calendar. The original version was approved by the Board on February 20, 2013. The Calendar Committee, SCFA, CSEA, Local 39, ASSC, and ALG approved the amended version that moves the first date of the fall 2014 semester from Monday, August 11, 2014 to Wednesday, August 13, 2014 to offer a more community-friendly timeline.

The amended 2014-2015 Academic Calendar is attached.

Government Code: Board Policy: 6500 *Estimated Fiscal Impact: N/A*
BOT Goals 2013-2014 - #3

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 864-7102

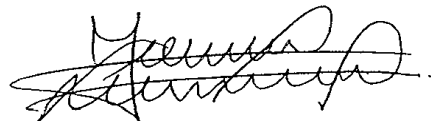
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Summer 2014						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26 Memorial Day	27	28	29	30	31
1-Jun	2 Beg 9 wks	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Beg 6/8 wk classes	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1-Jul	2	3	4th of July	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 End 6 wk	25	26
27	28	29	30	Jul-31	1-Aug	2
Fall 2014						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4	5	6	7 End Summer	8 OF	9
10	11 OF	12 RF	13 Beg Fall	14	15	16 Beg Sat Classes
17 Beg Sun Classes	18	19	20	21	22	23
24	25	26	27	28	29	30 No Sat
31 No Sun Classes	Sept. 1 Labor Day	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1-Oct	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1-Nov
2	3	4	5	6	7	8
9	10	11 Veteran's	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26 SCFA HOL	27 Thanksgiving	28 Holiday	29 Holiday
30 Holiday	1-Dec	2	3	4	5	6
7	8	9	10 D/E FINAL	11 D/E FINAL	12 D/E FINAL	13 End Sat
14 End Sun Classes	15 D/E FINALS	16 D/E FINALS END FALL	17	18	19	20
21	22	23	24	25 Christmas	26	27
28	29	30	31			

Spring 2015						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1-Jan	2	3
4	5	6	7	8 OF	9 Req Flex	10
11	12 Beg Spring	13	14	15	16	17 Beg Sat Class
18 Beg Sun Class	19 MLK-Holiday	20	21	22	23	24
25	26	27	28	29	30	31
1-Feb	2	3	4	5	6	7
8	9	10	11	12	13 Lincoln Day	14 No Sat Class
15 No Sun Class	16 Washington Bday	17	18	19	20	21
22	23	24	25	26	27	28
1-Mar	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1-Apr	2	3	4
5 Easter No Class	6 Spring Break	7 Spring Break	8 Spring Break	9 Spring Break	10 Spring Break	11 No Sat Class
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1-May	2
3	4	5	6	7	8	9
10	11	12 OF	13 D/E Final	14 D/E Final	15 D/E Final	16 Sat Final
17 Sun Final	18 D/E Final	19 D/E Final	20 Grad Cerem. OF	21	22	23
24	25 Memorial Day	26	27	28	29	30

Note: 10 wk classes chg to 9 wk classes for summer. 10 wk start date of Wed, 6/28, became 9 wk start date of Monday, 6/2. Moved summer 6 week course end date from Monday, June 21 to Thursday, June 18th. Moved Fall finals from 12/6 & 7 to 12/13 & 14.

	Fall	Spring	Total
Instructional Weeks (must be 35)	17	18	35
Optional Flex (no more than 5)	2	3	5
Required Flex (must be 2)	1	1	2
Mondays	16	15	31
Tuesdays	16	16	32
Wednesdays	16	16	32
Thursdays	16	16	32
Fridays	16	15	31
Saturdays (include 1 day for finals)	16	16	
Sundays (include 1 day for finals)	16	16	
Finals	5	5	10
Total Flex+Instr'l+Finals Days (must be 175. Does not include sat/sun)			175

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION: APPROVAL

SUMMARY:

During the spring 2014 semester in the months of February and March 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

Government Code: Title V, Chapter 6, Subchapter 2, beginning with §55100
Board Policy: 6100
Estimated Fiscal Impact: N/A
BOT 2013-14 Goals: #3

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

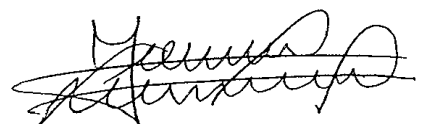
(707) 864-7102

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the spring 2014 semester in the month of February 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

NEW COURSES

(CP14-3) MUSC 162 Introduction to Pro Tools

(CP14-7) THEA 009 Script Analysis

(CP14-8) THEA 024C Rehearsal and Performance in Production - Classical

COURSE MODIFICATIONS

(CP14-9) ART 010 Art Appreciation – Description, Content, Textbook

(CP14-20) ART 001 Art History - Objectives, Textbooks

(CP14-21) ART 002 Art History - Objectives, Content

(CP14-22) ART 004 Life Drawing - Objectives, Content

(CP14-23) ART 006 Design Principles in 2-Dimensions - Objectives, Content

(CP14-24) ART 007 Design-Color - Objectives, Textbooks

(CP14-25) ART 011 Survey of Modern Art - Objectives, Content

(CP14-26) ART 014 Introduction to Drawing - Description, Objectives

(CP14-27) ART 015 Intermediate Drawing - Objectives, Content

(CP14-28) ART 016 Beginning Painting - Objectives, Content

(CP14-29) ART 038 Introduction to Printmaking - Objectives, Content

(CP14-30) BIO 005 Human Physiology - Title

(CP14-31) BIO 160 Review of Scientific Principles of Pre-Nursing - Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-32) BIOT 160 Basic Concepts/Methods in Biotechnology - Prerequisite Deletion, Description

(CP14-33) ESL 077 Conversation/Pronunciation Skills - Prerequisite

(CP14-34) MATH 160 Math for Nursing School Students - Title, Units, Description, Objective, Assessments, Assignments, Content, Textbooks

(CP14-10) MATH 330 Elementary Algebra – Content

(CP14-11) MATH 330A Elementary Algebra Part I – Content

(CP14-12) MATH 330B Elementary Algebra Part II – Content

(CP13-249) THEA 003 Stagecraft – Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-251) THEA 020 Introduction to Stage Lighting – Title, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-255) THEA 021 Introduction to Theatre Design - Title, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-15) THEA 024B Rehearsal and Performance in Production –Drama - Number, Title, Hours, Description, Objectives, Assessments, Content

(CP14-16) THEA 024D Rehearsal and Performance in Production - Musical - Number, Title, Prerequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP13-252) THEA 047A Technical Theatre in Production-Comedy - Number, Title, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-17) THEA 047B Technical Theatre in Production-Drama - Number, Description, Objectives, Assessments, Assignments, Content

(CP14-18) THEA 047C Technical Production for a Classical - Number, Title, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-19) THEA 047D Technical Production for a Musical - Number, Title, Description, Objectives, Assessments, Assignments, Content, Textbooks

NEW PROGRAM

(CP14-35) Geography A.A.-T Degree

MAJOR DELETIONS

(CP13-36) General Office Assistant Job Direct Certificate

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the spring 2014 semester in the month of March 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

COURSE MODIFICATIONS

(CP14-37) THEA 050 Acting for the Camera -Methods, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-38) THEA 062D Fundamentals of Costume Design – Musical -Number, Title, Units, Repeatability, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-39) CJ 001 Introduction to Criminal Justice -Description, Objectives, Assessments, Textbooks

(CP14-40) CJ 002 Concepts of Criminal Law -Objectives, Assessments, Assignments, Textbooks

(CP14-41) CJ 011 Community Relations -Objectives, Assessments, Assignments, Textbooks

(CP14-42) CJ 051 Criminal Investigation -Description, Objectives, Assessments, Textbooks

(CP14-43) CJ 053 Legal Aspects of Evidence -Objectives, Assessments, Assignments, Textbooks

(CP14-44) CJ 056 Juvenile Procedures -Objectives, Assessments, Textbooks

(CP14-45) OCED 070 Occupational Soft Skills -Number, Units, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-46) OCED 090 Occupational Work Experience -Methods of Instruction, Corequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-47) OCED 091 General Work Experience -Methods of Instruction, Description, Objectives, Assessments, Assignments, Content, Textbooks

MODIFIED PROGRAM

(CP14-48) Art History A.A.-T. Degree

(CP14-49) Art History A.A. Degree

(CP14-52) English A.A. Degree

NEW PROGRAM

(CP14-50) Criminal Justice A.S.-T. Degree

(CP14-51) English A.A.-T Degree

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
SOLANO HEMATOLOGY ONCOLOGY, INC., VALLEJO,
CALIFORNIA**

REQUESTED ACTION: APPROVAL

SUMMARY:

A new clinical experience agreement between Solano Community College District and Solano Hematology Oncology, Inc., Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an ambulatory care facility in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Solano Hematology Oncology, Vallejo, California.

Approval is requested at this time.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ N/A
BOT 2013-14 Goals: #3

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

Maurice McKinnon, Ed.D., Interim Dean
School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

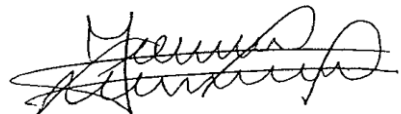
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Solano Hematology Oncology, Inc. (hereinafter known as *HEALTH CENTER*) located at 100 Hospital Drive, Suite 110, Vallejo, CA 94589 and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of March 24, 2014.

RECITALS

- A. *HEALTH CENTER* owns and operates an ambulatory care center which specializes in the treatment of cancer and blood-related diseases (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *HEALTH CENTER*.
- G. Health Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

- 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library (if available).
- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the **HEALTH CENTER:**

Dr. Chainarong Limvarapuss
President
Solano Hematology Oncology, Inc.
100 Hospital Drive, Suite 110
Vallejo, CA 94589

Telephone: (707) 551-3300
Fax: (707) 551-3301

2. Notice to the *SCHOOL*

Dr. Maurice McKinnon, Ed.D, RN
Solano College
4000 Suisun Valley Road
Suisun, California 94585-3197

Telephone (707) 864-7208
FAX (707) 863-7803

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any

reason, the remainder of this Agreement shall be effective and binding upon the parties.

- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER*, its Medical Staff and Medical Staff departments.

10. EXECUTION

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

HEALTH CENTER

SCHOOL

Solano Hematology Oncology, Inc.

Solano Community College

By:

By:

Title: President

Title: Superintendent/President

Date:

Date:

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
QUEEN OF THE VALLEY MEDICAL CENTER, NAPA,
CALIFORNIA**

REQUESTED ACTION: APPROVAL

SUMMARY:

A new clinical experience agreement between Solano Community College District and Santa Rose Memorial Hospital, SRM Alliance Hospital Services dba Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital, Eureka, and Queen of the Valley Medical Center, Napa, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an acute care facility in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the Agreement is available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of the hospital's parent St. Joseph Health, Eureka, California.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: N/A
BOT 2013-14 Goal: Access and Success

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

Maurice McKinnon, Ed.D., Interim Dean
School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

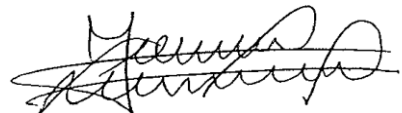
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**CLINICAL & NON-CLINICAL TRAINING
AFFILIATION AGREEMENT**

(Without School Instructor on Hospital Premises)

This Clinical and Non-Clinical Training Affiliation Agreement (“Agreement”) is made and entered into as of February 12, 2014 (the “Effective Date”) by and between Santa Rosa Memorial Hospital, SRM Alliance Hospital Services dba Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley Medical Center (affiliated entities collectively referred to as “Hospital”) and Solano Community College (“School”). The parties named herein may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Hospital’s accreditation agency and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer healthcare program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical and/or non-clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical and non-clinical training programs ("the Program(s)") in the area of Healthcare Services including but not limited to its clinical, non-clinical, ancillary, and support services typically provided by a healthcare provider. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical and/or non-clinical training, as appropriate, at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical and/or non-clinical instruction, as appropriate, and have necessary basic skills prior to the clinical and/or non-clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and the review of the Excluded Provider List maintained by the Office of Inspector General (<https://oig.hhs.gov/exclusions/>) and the Excluded Parties List System maintained by the System for Award Management (<https://www.sam.gov/portal/public/SAM/>) to perform a sanction trace to insure that individuals assigned to Hospital are not identified as being debarred, excluded, or under sanction by a federal or state governmental agency.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination; (b) proof of Tuberculosis ("TB") skin test ("Mantoux Test") within previous twelve (12) months, repeated annually. If known skin test positive, baseline Chest X-Ray ("CXR"), annual symptom screen and repeat CXR if annual symptom review is positive; (c) proof of immunization or immune titers to Measles ("Rubeola"), Mumps, German Measles ("Rubella"), and Chickenpox ("Varicella"); (d) proof of Diphtheria, Tetanus, and acellular Pertussis ("Tdap") immunization and Tetanus, diphtheria, and acellular pertussis ("Tdap") booster immunization; (e) proof of Hepatitis B vaccine; and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). A surgical mask shall be required to be worn under the following circumstances by any and all individuals providing a declination statement for the Influenza vaccination: in a patient room providing patient care or other services and/or anywhere within six (6) feet of a patient for greater than thirty (30) seconds. Student shall provide (g) proof of Aerosol Transmissible Disease ("ATD") training on hire and at least annually including elements required by the California Occupational Safety and Health Administration ("Cal/OSHA") ATD Standard; (h) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard; and if required, (i) medical evaluation, clearance, training, and fit testing for Personal Protective Equipment ("PPE") including N95 rated respirators and/or Powered Air Purifying Respirators ("PAPR") including elements required by the Cal/OSHA Respiratory Protection Standard. All medical screens are subject to the review and approval of the Hospital Employee Health Nurse.

1.8 Hospital Policies and Procedures. School shall ensure at its own expense that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the healthcare providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall at its own expense provide and be responsible for the care and control of educational supplies, materials, and equipment used for

instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Upon expiration or termination of this Agreement and upon Hospital's request, School and its students shall immediately vacate the premises on the effective date of the termination or expiration removing all School property. Hospital may remove and store, at School's expense, any property not so removed.

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). If School and/or its student is determined to be a business associate under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") or receives Protected Health Information ("PHI") from Hospital, School and/or student shall fully comply and ensure Hospital compliance relative to the provisions of the Agreement provided hereunder with all applicable regulations relating to HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder (including without limit the HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule) by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA Regulations") and other applicable state and federal laws and regulations as may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to School and/or its student regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA Regulations result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA Regulations shall be cause for termination of this agreement. All information related to Hospital business and non-public information that is disclosed or becomes known as a consequence of or through its activities under this Agreement including, but not limited to, matters of a business nature, and prospective names and information, bill rates, compensation requests for placement, costs, profits, margins, markets, sales, business processes, products, processes, purchases, plans, information systems, and any other information of a similar nature and including the contents of this Agreement shall be treated as confidential by School and each of its students, agents and contractors and shall not be disclosed to any third party without the prior written consent of Hospital unless otherwise required by law. This provision shall survive the expiration or termination of this Agreement.

1.11 Insurance. School shall maintain in full force and effect and ensure that all students maintain, at their own expense, the following insurance policies in accordance with the minimum amounts as may be required and adjusted from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage be less than in the following amounts: (a) professional liability insurance coverage for student (either independently, as an additional insured on School's policy, or through other School sponsored insurance program(s) that provide professional liability insurance coverage) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement; (b) School agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement; (c) School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement; (d) in addition, students agree to maintain in full force and effect personal health insurance for the entire term of this Agreement; and (e) if excess or umbrella liability insurance over the primary policy is used to meet limit

requirements in Sections 1.11 subsections (a-c), such excess or umbrella liability insurance coverage shall follow primary policy and provide additional coverage at least as broad as specified in the underlying primary policy. The excess or umbrella liability insurance policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. In the event any coverage required in Section 1.11 is through a "claims made" policy and is either canceled, non-renewed, or should School and/or student replace and bind coverage with a different carrier for any reason, School and/or student shall take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the Agreement between the Parties for a period of three (3) years. In order to satisfy the requirements of this section for "nose" insurance, the retroactive effective date for such insurance must at least coincide with the term of the Agreement starting with the effective date of the original Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s). School shall have the ability to self-insure so long as the coverage and limits described herein are met. It should be expressly understood, however, that the coverage of self-insurance required hereunder shall not in any way limit the liability of School. Certificates evidencing such coverage of self-insurance shall include: (a) Certificate of Consent to Self-Insure and (b) Certificate of Authority. Any lapse of insurance shall be considered a default under the terms of this Agreement. It should be expressly understood that nothing in Section 1.11 or any of its subsections herein shall be construed to limit the legal rights of the Hospital, limit the School's and/or students' liability, or be constituted as a waiver of any of the benefits of a statute of limitations or equitable defense by Hospital. Any lapse of insurance shall be considered a default under the terms of this Agreement. The provisions of this section and its subsections shall survive termination of this Agreement.

1.12 Indemnification. Except as otherwise may be provided in this Agreement, as School may be prohibited from indemnifying on behalf of its students, to the extent permitted by law, School shall indemnify, hold harmless and defend the Hospital, its parents and subsidiaries and their respective officers, directors, trustees, employees and agents from and against any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by School, its agents, employees, servants, subcontractors, or representatives acting under their control or direction, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of School, its agents, employees, servants, subcontractors, or representatives acting under their control or direction in connection with this Agreement. Nothing in this section shall be construed to limit Hospital's legal rights nor limit School's or Program participant's liability. This provision shall survive the termination of this agreement.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided

such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities and/or non-clinical areas and non-patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical and/or non-clinical training, as appropriate, at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical and/or non-clinical training, as appropriate.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Hospital's accreditation agency.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Hospital's accreditation agency, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Hospital's accreditation agency and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability. The Parties acknowledge and agree Hospital may reclaim classroom and/or storage space and/or relocate School Program(s) at Hospital's sole discretion. Upon expiration or termination of this Agreement, School shall immediately vacate the premises on the effective date of the termination or expiration removing all of School's and/or its student's property. Hospital may remove and store, at School's expense, any property not so removed.

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency healthcare or

first aid, within its capacity, to students participating in the Program(s). Any emergency healthcare or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over, and responsibility for, care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for four (4) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of the student's training for the then-current semester/quarter for that academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create between Hospital and School or Hospital and Program participant an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee, joint venture, or partnership is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for any salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability, life insurance, pension and annuity benefits, educational allowances, professional membership dues, or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages, benefits, and taxes on income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, School employees, or other Program participants are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party

or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement, including the attachments and exhibits hereto, contains the complete and full agreement between the parties hereto with respect to the subject matter hereof and shall supersede all other, prior or contemporaneous, agreements, understandings, promises, or negotiations, whether written or oral, relative to the subject matter, including but not limited to: acceptance letters; acknowledgement letters; confirmation letters; invoices; timesheets; order forms; sales orders; statements; statements of work; receipts; work orders; or any other communication stating additional or conflicting terms hereof by and between the parties. No other agreements, representations, warranties or other matters, whether written or oral, purportedly agreed to or represented by or on behalf of either party by any of its agents, employees, contractors, or representatives acting under their control shall be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement may be amended but only by an instrument in writing signed by a duly authorized signatory on behalf of the respective parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. Any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void subject to the provisions of this Section regarding assignment, the terms, covenants, and conditions contained herein. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students (by internet as a portable document format ("PDF") file (requiring the uses of a PDF reader to view) at: http://www.stjosephhealth.org/documents/corporate_responsibility.pdf). This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Sonoma/Napa/Humboldt (or county in California in which the specific Affiliate Hospital resides) County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be made in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three (3) business days after being mailed through the United States Postal Service's registered or certified mail with postage prepaid and return receipt requested; (c) transmitted electronically either by Facsimile ("Fax") or Electronic Mail ("E-mail") with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice thereof to the other party:

If to Santa Rosa Memorial Hospital: Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Contracts Department

If to Petaluma Valley Hospital: SRM Alliance Hospital Services
dba Petaluma Valley Hospital
c/o Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Contracts Department

If to Queen of the Valley Medical Center: Queen of the Valley Medical Center
1000 Trancas Street
Napa, CA 94558
Attn: Contracts Department

If to Redwood Memorial Hospital: Redwood Memorial Hospital
3300 Renner Drive
Fortuna, CA 95540
Attn: Contracts Department

If to St. Joseph Hospital Eureka: St. Joseph Hospital Eureka
2700 Dolbeer Street
Eureka, CA 95501
Attn: Contracts Department

with a copy to: Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Contracts Department

If to School: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
Attn: Contracts Department

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable by Act of Congress, statute passed by the California Legislature, local ordinance, or any regulation duly promulgated by officers of the United States or of the State of California acting in accordance with law, or is declared null and void by any court of competent jurisdiction for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver, express or implied, of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A failure to insist upon performance of the terms and conditions of this Agreement or failure to exercise any right or privilege herein shall not operate as a waiver of any of the terms, covenants and/or conditions hereof and shall not be construed as a waiver of any other terms, covenants and/or conditions hereof, nor shall any waiver constitute a continuing waiver.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. The parties hereby acknowledge and agree to accept electronic reproductions of handwritten signatures transmitted by Facsimile or by E-mail, as an attached PDF (or similar) document, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, which shall have the same legal binding force and effect as physical execution and delivery of original document(s) bearing the original handwritten signature(s). Further, the Parties intend to rely on such signature(s) transmitted electronically as being legal and binding as if an original, in whole or counterpart, had been delivered, having the same protection as provided under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") (Public Law 106-229). The signatory's name and title must be: (a) presented in printed or typed form preferably immediately below or adjacent to the signature and (b) reasonably specific and legible enough so that the identity of the signatory can be readily recognized.

[Signature page to follow]

**Santa Rosa Memorial Hospital, SRM Alliance Hospital Services dba Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley Medical Center
(AFFILIATED ENTITIES COLLECTIVELY REFERRED TO AS “HOSPITAL”)**

By: _____
Name: Mich Riccioni
Title: Chief Financial Officer, Northern CA Region
Date: _____

**Solano Community College
 (“SCHOOL”)**

By: _____
Name: _____
Title: _____
Date: _____

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF SMALL BUSINESS DEVELOPMENT
CENTER (SBDC) SERVICES AGREEMENT WITH CITY
OF BENICIA FOR FY 2013-2014**

REQUESTED ACTION: APPROVAL

SUMMARY:

Approval is requested to renew the Consultant and Professional Services Agreement between the Solano College Small Business Development Center (SBDC) and the city of Benicia. The scope of the Agreement will include the delivery of entrepreneurial training and one-on-one counseling to Benicia small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration (SBA) funding that the SBDC receives. The amount of the agreement is \$3,000 for the period July 1, 2013 through June 30, 2014.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$3,000

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

Charles Rieger, Interim Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

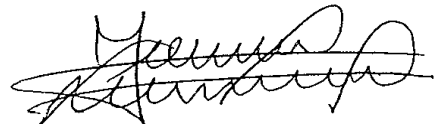
(707) 864-7886

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGREEMENT FOR SMALL BUSINESS SUPPORT SERVICES

This agreement is entered into by and between the City of Benicia, a municipal corporation of the State of California, (hereinafter "CITY") and the Solano College Small Business Development Center, a division of the Solano Community College District, with its primary office located at 360 Campus Lane, Suite 102, Fairfield, CA 94534 (hereinafter "CENTER").

RECITALS

WHEREAS, CITY and CENTER each desire to enter into an Agreement whereby CENTER will perform consulting services for CITY.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. CENTER shall perform small business training and consulting as follows:

1. City of Benicia-based technical assistance

At least six hours per month of technical assistance (e.g., business planning, accounting, financing, marketing, government procurement, computer technologies and other small business development issues) will be available free of charge to Benicia businesses and entrepreneurs.

The CENTER will also provide disaster assistance to businesses impacted by local disasters. This may include acting as a first point of contact and assisting businesses with loan applications for SBA disaster loans and other local disaster loan programs.

2. Mystery Shop/Mystery Diner Program

The CENTER will offer the "Secret Shopper" (Mystery Shop or Mystery Diner) program to existing Benicia businesses at half the cost of the usual subsidized rate through the term of the contract.

3. Microloan and Other Financial Loan Programs

The CENTER will provide Benicia businesses technical assistance in applying for the SBA guaranteed loans, State guaranteed loans, micro-loans, and commercial loan programs. This will include offering a Small Business Financing Seminar in Benicia.

4. Six Seminars for Benicia Businesses

CENTER will schedule and plan to deliver six (6) small business seminars during the term of the contract at a Benicia location. (CENTER may cancel up to two scheduled seminars for low attendance per its standard practices.) The preferred time slot is weekday mornings. The CENTER will coordinate, market, and conduct the seminars. Professional experienced small business consultants will present seminars. Seminars will be 2 to 4 hours in length and cover topics such as:

Starting and Managing a Small Business

Marketing

Customer Service

Social Media for Business

Web Strategies for Artists

Small Business Financing

5. Presentations to Merchant Organizations and other Business Groups

The CENTER will work cooperatively with Benicia Main Street, the Chamber of Commerce, the Downtown Benicia Alliance and other local business agencies. The CENTER will work with the CITY to coordinate a presentation to these organizations on services available through the Small Business Development Center.

6. Provide Permitting and Stmt-up Information

The CENTER will provide new and existing businesses in Benicia copies of its current Business Resource Guide, which has information on licensing requirements, permits, taxes, and a checklist for stmtng a business. The materials will be free of charge and available at the CITY'S Business License Department, Benicia Chamber, and at the CENTER'S office.

7. Progress Reports

The CENTER will provide progress reports to the CITY evety six (6) months to ensure that the milestones are being met. The reports will contain a listing of inquiries, small business clients, seminars, workshops and events presented in Benicia.

2. CITY agrees to pay CENTER as full compensation for all services and duties performed, except as otherwise provided herein, for an amount not to exceed \$3,000 per fiscal year.
3. CITY agrees to reimburse CENTER for minor pre-approved expenses (refreshments, etc.) on a case-by-case basis.
4. With each Progress Report, CENTER shall render a semiannual invoice to CITY for services performed during the prior six-month period, which shall be paid upon its approval by CITY.
5. CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the consulting services. No personal use of CITY equipment, supplies or services is allowed and CENTER shall comply with all CITY policies regarding use of CITY resources. The City of Benicia and the CENTER will work cooperatively to market technical assistance counseling, seminars, and other special events co-sponsored by the two agencies. This may include mailing flyers, placing press releases in the City's newsletters, placement on the City's website, or placement on the Channel 27 public notice scroll.
6. In the performance of the services in this Agreement, CENTER is an independent contractor and is not an agent or employee of CITY. CENTER, its officers, employees,

agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CENTER has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CENTER in the performance of said service hereunder. CENTER shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

7. The term of this Agreement shall be for the period of 18 months, from January 1, 2014 to June 30, 2015. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated two (2) weeks from and after the date of delivery or mailing of the notice, unless the notice specifies otherwise. Final payment shall be pro-rated as of the termination date.
8. Except as otherwise stated herein, any and all obligations of CITY and CENTER are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CENTER, shall be set forth in written amendments to this Agreement.
9. NONDISCRIMINATION.
 - (a) CENTER shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated.
 - (b) Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, CENTER agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CENTER or CENTER'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CENTER agrees that any and all violation of this provision shall constitute a material breach of the Agreement.
10. CENTER shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CENTER'S services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CENTER.
11. CENTER shall take out and maintain at all times during the life of this contract, general liability, workers' compensation, and automobile liability insurance in the amount of \$1,000,000. CENTER'S insurance shall be primary with respect to the City and shall list the CITY as an additional insured.

CENTER shall submit to CITY an endorsement evidencing its required insurance signed by the insurance agent and companies named. Any deductible or self-insured retentions must be declared to and approved by CITY.

12. Written communications and invoices under this agreement shall be addressed as follows:

If to CITY: Mario Giuliani, Economic Development Manager
City of Benicia
250 East L Street
Benicia CA 94510

If to CENTER: Charles Rieger, Interim Director
Solano College SBDC
360 Campus Lane, Suite 102
Fairfield, CA 94534

13. This Agreement shall be deemed to have been executed and entered into in the City of Benicia, County of Solano, State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set opposite their respective names.

CITY OF BENICIA
A municipal corporation
of the State of California

SOLANO COLLEGE SMALL
BUSINESS DEVELOPMENT CENTER

By: _____ Date _____
Brad Kilger Date
City Manager Dr. Jowel C. Laguerre
Superintendent/President Date

APPROVED AS TO FORM:

Heather C. McLaughlin Date
City Attorney

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF SMALL BUSINESS DEVELOPMENT
CENTER (SBDC) SERVICES AGREEMENT WITH
SOLANO COUNTY FOR FY 2013-2015**

REQUESTED ACTION: APPROVAL

SUMMARY:

This agenda item is to renew a Consultant and Professional Services Agreement between the Solano College Small Business Development Center (SBDC) and Solano County. The scope of the Agreement will include the delivery of entrepreneurial training and one-on-one counseling to Solano County small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration (SBA) funding that the SBDC receives. The amount of the Agreement is \$15,000 for the period July 1, 2013 through June 30, 2016.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$15,000

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

Charles Rieger, Interim Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-7886

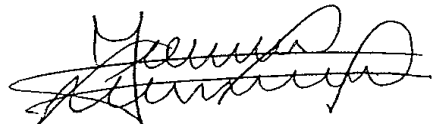
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



County of Solano Contract Review Worksheet

Contract Number: (Dept., Division, FY, #)	
Authority:	
<input type="checkbox"/>	Dept Head Execute
<input type="checkbox"/>	CAO Execute
<input type="checkbox"/>	BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: County Administrator's Office		2. Date: 09/06/ 2013	
3. Contract Administrator: Stephen Pierce		4. Phone Ext: 6122	
5. Contract Attributes:		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number:	
<input checked="" type="checkbox"/> Original <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other		<input type="checkbox"/> Bid/RFP Required? <input type="checkbox"/> Sole Source Contract? <input type="checkbox"/> YES X NO <input type="checkbox"/> YES X NO Bid/RFP No: Date: / / Please attach copy of Bid/RFP or justification. Please attach copies of original/amendments.	
6. Description of Contract: For the Small Business Development Center to provide educational seminars to assist small businesses on how to do business with Federal, State and Local governments.			
7. Name of Contractor: Solano Community College District		8. EIN: - SSN: - -	
9. Has County contracted with Contractor previously during this fiscal year? X YES <input type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
10. Effective Date: 11/01 / 2013		11. Termination Date: 6 / 30 / 2016	
12. Contract Budget:		13. Payment Terms:	
Original Contract Amount: \$ 15,000		<input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Monthly <input type="checkbox"/> Fixed <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Actual <input checked="" type="checkbox"/> Progress <input type="checkbox"/> Estimate <input type="checkbox"/> Other	
Total of Previous Amendments: \$		14. Source of Funds:	
Current Amendment: \$		<input type="checkbox"/> Fed/State Grant <input type="checkbox"/> State Allocation <input checked="" type="checkbox"/> County Fed Catalog No: . State Legislation: AB	
Total Amount of Contract \$ 15,000			
15. Fund: 1 Budget Unit: 1752 Sub-object: 2250		16. Current Appropriation Sufficient? X YES <input type="checkbox"/> NO	
17. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. / /			
18. Remarks:			
19. Signature Route:			
_____		_____	
Department Contract Administrator		County Counsel	
_____		_____	
Risk Manager		CAO Analyst	
_____		_____	
Dated		Dated	
_____		_____	
Dated		Dated	



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Solano Community College District

CONTRACTOR'S NAME

2. The Term of this Contract is:

November 1, 2013 through June 30, 2016

3. The maximum amount of this Contract is:

\$15,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions

This Contract is made on _____, 2013.

CONTRACTOR	COUNTY OF SOLANO
Solano Community College District	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Birgitta E. Corsello, County Administrator
SIGNATURE	TITLE
	675 Texas St., Suite 6500
Dr. Jowel C. Laguerre, Superintendent/President	ADDRESS
PRINTED NAME AND TITLE	Fairfield CA 94533-6342
4000 Suisun Valley Road	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
Fairfield CA 94535-3197	DEPARTMENT HEAD OR DESIGNEE
CITY STATE ZIP CODE	Approved as to Form:
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

1. The purpose of this contract shall be to directly assist in the outreach to and development of small businesses in efforts to increase their economic viability in Solano County. In addition, it is expected of the Contractor to work with County staff to assist small businesses in learning how to successfully conduct business transactions with the County.
2. During each of the following fiscal years – FY2013/14, FY2014/15 and FY2015/16 -- the Contractor shall provide the following services:
 - A. Seminars: Deliver four (4) seminars per fiscal year targeting existing and prospective business owners in Solano County, for a total of twelve (12) seminars. The following is list of proposed seminars:
 - How to Start a Business
 - Business Planning 101
 - Marketing 101
 - Financing 101
 - B. Technical Assistance: Deliver at least forty (40) hours each fiscal year of Technical Assistance (one-on-one counseling) to Solano County small businesses to assist them with securing government contracts, business planning, accounting, marketing, and financing.
 - C. Workshops: Work with County purchasing staff to conduct an annual “Contracting with Solano County” workshop to educate Solano County businesses on the procurement process for doing business with the County. Tentatively the events are scheduled for the May/June timeframe in 2014, 2015 and 2016.
3. Contractor will provide an annual summary report to the County for the work performed under this contract that includes information on the technical assistance provided and a summation of each seminar/workshop conducted that includes content, attendees and evaluation information.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Total compensation per fiscal year shall be five thousand dollars (\$5,000) payable upon submission of an invoice and summary report for each seminar/workshops conducted by Contractor, and upon approval of the County's representative. Total compensation not to exceed a total of \$15,000.
2. Compensation for each seminar/workshops shall be paid at the following rates:

Small Business Development Center Seminars	\$250 per Seminar
Technical Assistance	\$75 per hour of Counseling
Doing Business with Solano County Workshop	\$1,000 per Workshop
3. The Contractor shall not be entitled to nor receive from County any additional consideration, compensation or other remuneration for services rendered under this Agreement.
4. Upon submission of an annual invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor in arrears for fees and expenses incurred conducting seminars, counseling sessions and workshops up to the maximum amount provided for in paragraph 1. Each invoice must specify services rendered, date of service, accrued charges and include a summary report of attendees and their evaluations.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

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

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails

to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of

employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of

this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano

County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

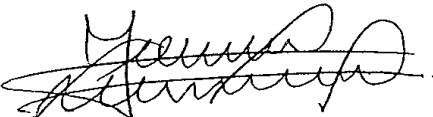
**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: DEPUTY SECTOR NAVIGATOR GRANT, AMENDMENT 1
REQUESTED ACTION: APPROVAL

SUMMARY

Due to the late approval of fully executed face sheets for 2013-2014 Deputy Sector Navigator (DSN) grants, the new funding period has been extended for BOTH SB 1402 and SB 1070 through December 31, 2014.

Approval is requested to agree to Amendment 1 of the Deputy Sector Navigator grant to reflect the following: Performance in the funding period of July 9, 2013 through June 30, 2014 shall be extended through December 31, 2014. The Final Report must be submitted within 30 days after this date.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Maire Morinec, Dean Career Technical Education and Business		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534	JOWEL C. LAGUERRE, Ph.D. Superintendent-President	
ADDRESS		
707 864-7155		
TELEPHONE NUMBER		
Academic Affairs	March 7, 2014	
ORGANIZATION	DATE APPROVED BY	
March 7, 2014	SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY
	District (Grantee): <u>Solano CCD</u>
	College: <u>N/A</u>

Grant Agreement-Amended	BOG-CCCCO USE ONLY
AMENDMENT # 1	Grant Agreement No.: <u>13 - 156 - 006</u>
Workforce and Economic Development Division	Funding Fiscal Year
Deputy Sector Navigator: Health	<u>2013-14</u> Prior Amount Encumbered : \$ 300,000
RFA # <u>13 - 156</u>	Amount To Be _____ :
	Total Amount Encumbered : \$ 300,000

On this 6th day of February 2014, the BOG, California Community Colleges Chancellor's Office and the aforementioned district hereby agree to amend this grant agreement as follows:

- * Performance in the funding period of July 9, 2013 through June 30, 2014 shall be extended through December 31, 2014. The Final Report must be submitted within 30 days after the new end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

All other terms and conditions remain the same.

GRANTEE

Project Director: Barbara Brock	Total Grant Funds: \$ <u>300,000</u>
Signature, Chief Executive Officer (or authorized Designee)	
Date:	

Print Name/Title of Person Signing:	District Address: 4000 Suisun Valley Road
Jowel C. Laguerre, Ph.D. Superintendent/President	Fairfield, CA 94534-3197

STATE OF CALIFORNIA

Project Monitor:	Agency Address: 1102 Q Street, Suite 4554
Joanne Vorhies	Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001 (17)	3235 - 751 - 23505	20	2013	2013-14	\$ 200,000
6870 - 680 - 0001	3235 - 751 - 40455	575	2012	2013-14	\$ 100,000
Total Amount Encumbered :					\$ 300,000

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.	Date:
--	-------

Signature, Deputy Chancellor (or authorized Designee)	Date:
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Print Name/Title of Person Signing:	
Erik Skinner, Deputy Chancellor	

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

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: ACADEMIC AFFAIRS REALIGNMENT 2014

REQUESTED ACTION: APPROVAL

SUMMARY:

Ms. Diane M. White, Interim Vice President, Academic Affairs, will present the proposed realignment of Academic Affairs, effective July 1, 2014, for the 2014-2015 academic year.

Approval is requested at this time.

Government Code: N/A Board Policy Estimated: 2120 Fiscal Impact: N/A
BOT 2013-2014 Goals: #3

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

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7102

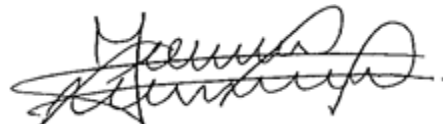
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

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

- School of Applied Technology and Business**
- Accounting
 - Automotive
 - Banking & Finance
 - Business
 - CA/OT
 - CIS
 - Cosmetology
 - Criminal Justice
 - Drafting
 - Economics
 - Electronics
 - WDCE
 - Industrial Education
 - Maintenance Tech
 - Management
 - Marketing
 - Occ Ed/Work Exp
 - Real Estate
 - Welding

- School of Health Sciences**
- Nursing
 - EMT
 - Dance
 - Health Ed
 - Kinesiology
 - Sports
 - Medicine/Fitness Science
 - Nutrition

- School of Social & Behavioral Sciences**
- Anthropology
 - Child Development and Family Studies
 - Children's Program
 - Ethnic Studies
 - History
 - Human Services
 - International Relations
 - Learning Communities
 - Political Science
 - Psychology
 - Social Science
 - Sociology

- Aeronautics and Fire Technology transferred to Vacaville Center
- Athletics transferred to Athletic Director (Athletic Director reports to CSSO)
- Community Ed transferred to Workforce Development & Continuing Ed (WDCE)
- Facilities use transferred to Finance & Administration
- Tutoring transferred to Student Services
- Library transferred to IT & Learning Resources
- Distance Education transferred to Vice President, Academic Affairs
- Academic Success Center transferred to Vice President, Academic Affairs

DRAFT
2/26/14

To become effective
7/1/14

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Betty Austin	Athletic Assistant II 15 years & 5 months of Service at SCC	05/20/14

Government Code: Board Policy: 4240 Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534-3197

ADDRESS

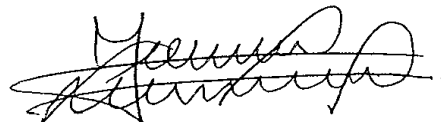
(707) 864-7286

TELEPHONE NUMBER

Administration
ORGANIZATION

March 7, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 7, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: HONORARY DEGREES – MAY 21, 2014,
COMMENCEMENT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The Board is being asked to approve the following individuals for honorary degrees to be awarded during the spring 2014 commencement exercise on May 21, 2014.

Judi Honeychurch
Buck Kamphausen
Verna Mustico
Richard Rico

Government Code: Board Policy: 6203 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

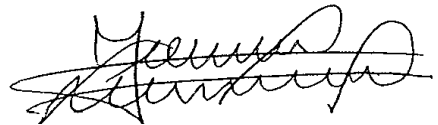
ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 7, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 7, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE G BOND FINANCIAL AND PERFORMANCE
AUDIT FOR 2012-2013

REQUESTED ACTION: APPROVAL

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

- (a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.
- (b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

Vavrinek, Trine, Day & Company LLP, Certified Public Accountants, has been engaged to conduct the Measure G Bond Financial and Performance Audit for Fiscal Year 2012-2013.

The Board's Audit Committee met to review and discuss the report with District staff and the representative from Vavrinek, Trine, Day & Company LLP.

At this time, District staff requests acceptance of the Measure G Bond Financial and Performance Audit for Fiscal Year 2012-2013.

Government Code: ECS 15264 Board Policy: 3390 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

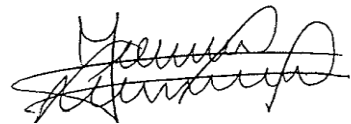
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY
COLLEGE DISTRICT**

**GENERAL OBLIGATION BONDS
MEASURE G
PERFORMANCE
AUDIT
JUNE 30, 2013**

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE G FUND TABLE OF CONTENTS JUNE 30, 2013

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INDEPENDENT ACCOUNTANTS' REPORT

Governing Board and
Measure G Citizens' Bond Oversight Committee
Solano Community College District
Fairfield, California

We were engaged to conduct a performance audit of the Solano Community College Measure G Building Fund for the year ended June 30, 2013.

We conducted our performance audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable basis for our conclusion based on our audit objectives.

Our audit was limited to the objectives listed below, which include determining the District's compliance with the performance requirements as referred to in Article XIII A Section 1(b)(3)(C) of the California Constitution. Management is responsible for Solano Community College District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the Solano Community College Measure G Building Fund's internal control in order to determine if the internal controls were adequate to help ensure the compliance with the requirements of Proposition 39, and outlined in Article XIII A Section 1(b)(3)(C) of the California Constitution. Accordingly, we do not express an opinion on the effectiveness of the District's internal control

The results of our tests indicated that the District expended Measure G funds only for the specific projects approved by the voters, in accordance with Proposition 39, and outlined in Article XIII A Section 1(b)(3)(C) of the California Constitution.

Vavrinek, Trine, Day & Co LLP

Pleasanton, California
March 3, 2014

AUTHORITY FOR ISSUE

The Measure G bonds were issued pursuant to the Constitution and Laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law. The bonds were authorized to be issued by a resolution adopted by the Board of Supervisors of the County (the Resolution), pursuant to a request of the District made by a resolution adopted by the Board of Education of the District on July 17, 2002.

The District received authorization at an election held on November 5, 2002, to issue bonds of the District in an aggregate principal amount not to exceed \$124,500,000, to finance specific construction and renovation projects approved by eligible voters within the District. The proposition received approval by at least 55 percent of the votes cast by eligible voters within the District (the 2002 Authorization). The Bonds represent the first and second series of the authorized bonds to be issued under the 2002 Authorization.

PURPOSE OF ISSUE

The net proceeds of the bonds, and any other series of general obligation bonds issued under the Authorization, will be used for the purposes specified in the District bond proposition submitted at the Election, which includes “to upgrade 30 year old classrooms, science labs, libraries, electrical wiring, technology, heating/ventilation systems, lighting, for student safety, replace portable classrooms, upgrade/ repair/ acquire/ construct/equip science labs, facilities, classrooms, and sites, expand/establish facilities in Vacaville/Vallejo, prepare Solano College students for jobs/four year colleges, shall Solano Community College District issue \$124.5 million in bonds, at legal rates, appoint Citizen’s Oversight Committee, and perform annual audits to ensure the legal/proper use of the funds?”

AUTHORITY FOR THE AUDIT

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act, Proposition 39. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college, and county offices of education, “for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities”, upon the approval of 55% of the electorate. In addition to reducing the approval threshold from two thirds to 55%, Proposition 39 and enacting legislation (AB 1908 and AB 2659), requires the following accountability measures as codified in Education Code Sections 15278-15282:

- 1) Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenditures.
- 2) The district must list the specific facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction, and information technology needs in developing the project list.
- 3) Requires the district appoint a citizen’s oversight committee.
- 4) Requires the district to conduct an annual independent financial audit, and performance audit in accordance with the Governmental Auditing Standards issued by the Comptroller General of the United States, of the bond proceeds until all of the proceeds have been expended.
- 5) Requires the district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specified projects listed.

OBJECTIVES OF THE AUDIT

- 1) Determine whether expenditures charged to the Measure G Building fund have been made in accordance with the bond project list approved by the voters through the approval of Measure G.
- 2) Determine whether salary transactions, charged to the Measure G Building fund, were in support of Measure G, and not for District general administration or operations.

SCOPE OF THE AUDIT

The scope of our performance procedures covered the period of July 1, 2012 to June 30, 2013. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through State or other local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2013 were not reviewed or included in the scope of our audit or in this report.

PROCEDURES AND RESULTS

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2013 for the Measure G Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure G as to the approved bond projects list. We performed the following procedures:

1. We selected a sample of expenditures for the period starting July 1, 2012 and ending June 30, 2013, and reviewed supporting documentation to ensure that such funds were properly expended on the specific projects listed in the ballot text. See supplemental information for items tested.
2. Our sample included twenty seven transactions totaling \$5,123,981. This represents 69 percent of the total expenditures of \$7,464,193.
3. We verified that funds from the Measure G Building Fund were generally expended for the construction, renovation, furnishing and equipping of District facilities constituting authorized bond projects.

CONCLUSION

The results of our tests indicated that, in all significant respects, the Solano Community College District has properly accounted for the expenditures held in the Measure G Building Fund and that such expenditures were made for authorized Bond projects.

Vavrinek, Ture, Day & Co LLP

Pleasanton, California
March 3, 2014

**SOLANO COMMUNITY
COLLEGE DISTRICT**

**GENERAL OBLIGATION BONDS
MEASURE G
FINANCIAL AUDIT
JUNE 30, 2013**

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE G FUND TABLE OF CONTENTS JUNE 30, 2013

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Statement of Revenues, Expenditures and Changes in Fund Balance	4
Notes to Financial Statements	5
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VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

INDEPENDENT AUDITORS' REPORT

Governing Board and,
Citizens Bond Oversight Committee
Solano Community College District
Fairfield, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Solano Community College District's (the District), Measure G Building Fund General Obligation Bonds, and the related notes to the financial statements, as of and for the year ended June 30, 2013, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure G Building Fund General Obligation Bonds of the Solano Community College District at June 30, 2013, and the changes in financial position for the period then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure G Building Fund specific to General Obligation Bonds, and are not intended to present fairly the financial position and the changes in financial position of Solano Community College District in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2014, on our consideration of the District Measure G Building Fund General Obligation Bond's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Building Fund, Measure G internal control over financial reporting and compliance.

Vavrinek, Trine, Day & Co LLP

Pleasanton, California
March 3, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE G FUND
BALANCE SHEET
JUNE 30, 2013**

ASSETS

Cash and investments	\$ 12,832,276
Prepaid expenses	136,840
Total Assets	<u>\$ 12,969,116</u>

LIABILITIES AND FUND EQUITY

LIABILITIES

Accounts payable	<u>\$ 1,079,422</u>
------------------	---------------------

FUND BALANCES

Fund balances	
Restricted	<u>11,889,694</u>
Total Liabilities and Fund Balance	<u>\$ 12,969,116</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE G FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2013**

REVENUES	
Interest income	\$ 133,374
Other income	14,627
Total Revenues	<u>148,001</u>
EXPENDITURES	
Current Expenditures	
Salaries	72,264
Benefits	31,186
Books and supplies	18,152
Services and operating expenditures	141,260
Capital outlay	7,201,331
Total Expenditures	<u>7,464,193</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)	<u>(7,316,192)</u>
OTHER FINANCING SOURCES (USES)	
Transfer in	80,940
Transfer out	(1,567,466)
Total Other Financing Sources and Uses	<u>(1,486,526)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(8,802,718)</u>
FUND BALANCE, Beginning of Year	<u>20,692,412</u>
FUND BALANCE, End of Year	<u>\$ 11,889,694</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE G FUND NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013

NOTE #1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Solano Community College District Measure G fund conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants. The Solano Community College District Measure G fund accounts for financial transactions in accordance with the policies and procedures of the California Community Colleges Budget and Accounting Manual.

Financial Reporting Entity

The financial statements include only the Measure G fund of the Solano Community College District. This fund was established to account for the expenditures of proceeds from general obligation bonds issued under the General Obligation Bonds Election of 2002. The authorized issuance amount of the bonds is \$124,500,000. Series A of the bonds was sold on May 29, 2003, for \$80,000,000 and Series B was sold August 22, 2006 for \$44,495,279. These financial statements are not intended to present fairly the financial position and results of operations of the Solano Community College District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Measure G fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements of the Solano Community College District Measure G fund are accounted for under the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current fiscal period. For the District, available means expected to be received within 60 days of fiscal year-end. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered), except for unmatured interest on long-term debt, which is recognized when due.

Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1st of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE G FUND NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. In other words, the District is committed or intends to purchase goods or services which have not yet been received. The encumbrance represents a “placeholder” that helps ensure that the budgeted funds for these commitments are not spent elsewhere. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances are liquidated at June 30 since they do not constitute expenditures or liabilities.

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Supplemental taxes for repayment of bond proceeds are collected by the County of Solano from all taxable property within the District and deposited in the Bond Interest and Redemption Fund of the District. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10, and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Solano bills and collects the taxes for the District. The District recognizes tax revenues when received.

Fund Balances - Governmental Funds

As of June 30, 2013, fund balances of the governmental funds are classified as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the governing board.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the District's adopted policy, only the governing board or chief business officer may assign amounts for specific purposes.

Unassigned – all other spendable amounts.

Spending Order

When an expenditure is incurred for purposes for which both restricted and unrestricted funds are available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned funds are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE G FUND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE #2 – CASH, CASH EQUIVALENTS, AND INVESTMENTS

Policies and Practices

The Measure G fund is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investments Authorized Under Debt Agreements

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE G FUND NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Interest Rate Risk - Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by depositing substantially all of its funds in the County Treasury Pool. The fair value of deposits at the County Treasury at June 30, 2013, was \$12,835,068 and the weighted average maturity of the pool is 15 months.

Credit Risk - Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Measure G fund only invests in County Pooled Investment Funds which are not required to be rated.

NOTE #3 – ACCOUNTS PAYABLE

As of June 30, 2013, the Measure G fund had the following accounts payable activity:

Capital outlay and equipment	\$ 898,933
Services and other	180,489
Total	<u>\$ 1,079,422</u>

NOTE #4 – FUND BALANCES

Fund balances are composed of the following elements:

Restricted	<u>\$ 11,889,694</u>
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NOTE #5 – INTERFUND TRANSACTIONS

A transfer out in the amount of \$1,567,466 was recorded to move Redevelopment Agency Funds (RDA) out of the bond fund and into a separate capital outlay fund to allow for improved accountability in the general obligation bond fund.

The transfer in of \$80,940 is the result of non bond funds moved into this fund to augment bond proceeds.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE G FUND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE #6 – COMMITMENTS AND CONTINGENCIES

Construction Commitments

As of June 30, 2013, the Measure G fund had the following commitments with respect to unfinished capital projects:

CAPITAL PROJECT	Remaining Construction Commitment	Expected Date of Completion
Building 1300	\$ 532,288	August-13
Fairfield Sunpower	6,564,925	December-13
Vacaville Sunpower	780,120	January-14
Vallejo Sunpower	110,171	July-13
	<u>\$ 7,987,504</u>	

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2013.

INDEPENDENT AUDITORS' REPORTS

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Governing Board and
Measure G Citizens Bond Oversight Committee
Solano Community College District
Fairfield, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Solano Community College District (the District) Measure G Building Fund General Obligation Bonds, and the related notes of the financial statements, as of and for the year ended June 30, 2013, and have issued our report thereon dated March 3, 2014.

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure G General Obligation Bonds, and are not intended to present fairly the financial position and changes in financial position of Solano Community College District in conformity with accounting principles generally accepted in the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Solano Community College District's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Solano Community College District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Solano Community College District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Solano Community College District's Measure G Building Fund General Obligation Bonds financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vaurinek, Trine, Day & Co LLP

Pleasanton, California
March 3, 2014

**SCHEDULE OF FINDINGS AND QUESTIONED
COSTS**

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE G FUND
FINANCIAL STATEMENT FINDINGS
JUNE 30, 2013**

None noted.

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE G FUND

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

JUNE 30, 2012

None noted.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND FINANCIAL AND PERFORMANCE
AUDIT FOR 2012-2013
REQUESTED ACTION: ACCEPTANCE OF AUDIT

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

- (a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.
- (b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

Vavrinek, Trine, Day & Company LLP, Certified Public Accountants, has been engaged to conduct the Measure Q Bond Financial and Performance Audit for Fiscal Year 2012-2013.

The Board’s Audit Committee met to review and discuss the report with District staff and the representative from Vavrinek, Trine, Day & Company LLP.

At this time, District staff requests acceptance of the Measure Q Bond Financial and Performance Audit for Fiscal Year 2012-2013.

Government Code: ECS 15264 Board Policy: 3390 Estimated Fiscal Impact: N/A

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER’S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

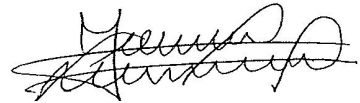
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY
COLLEGE DISTRICT**

**GENERAL OBLIGATION BONDS
MEASURE Q
PERFORMANCE
AUDIT
JUNE 30, 2013**

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE Q FUND TABLE OF CONTENTS JUNE 30, 2013

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INDEPENDENT ACCOUNTANTS' REPORT

Governing Board and
Measure Q Citizens' Bond Oversight Committee
Solano Community College District
Fairfield, California

We were engaged to conduct a performance audit of the Solano Community College Measure Q Building Fund for the year ended June 30, 2013.

We conducted our performance audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable basis for our conclusion based on our audit objectives.

Our audit was limited to the objectives listed below, which include determining the District's compliance with the performance requirements as referred to in Article XIII A Section 1(b)(3)(C) of the California Constitution. Management is responsible for Solano Community College District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the Solano Community College Measure Q Building Fund's internal control in order to determine if the internal controls were adequate to help ensure the compliance with the requirements of Proposition 39, and outlined in Article XIII A Section 1(b)(3)(C) of the California Constitution. Accordingly, we do not express an opinion on the effectiveness of the District's internal control

The results of our tests indicated that the District expended Measure Q funds only for the specific projects approved by the voters, in accordance with Proposition 39, and outlined in Article XIII A Section 1(b)(3)(C) of the California Constitution.

Vavrinek, Trine, Day & Co LLP

Pleasanton, California
March 3, 2014

AUTHORITY FOR ISSUE

The Measure Q bonds were issued pursuant to the Constitution and Laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law. The bonds were authorized to be issued by a resolution adopted by the Board of Supervisors of the County (the Resolution), pursuant to a request of the District made by a resolution adopted by the Board of Education of the District on July 18, 2012.

The District received authorization at an election held on November 6, 2012, to issue bonds of the District in an aggregate principal amount not to exceed \$348,000,000, to finance specific construction and renovation projects approved by eligible voters within the District. The proposition received approval by at least 55 percent of the votes cast by eligible voters within the District (the 2012 Authorization).

PURPOSE OF ISSUANCE

The net proceeds of the bonds ,and any other series of general obligation bonds issued under the Authorization, will be used for the purposes specified in the District bond proposition submitted at the Election, which includes “to prepare Solano/Yolo County students/veterans for universities/jobs by: Expanding student, military, disabled veteran access to affordable education; Meeting earthquake/fire safety codes; upgrading employer job placement facilities; Upgrading engineering, welding, nursing/firefighter training centers; Acquiring, constructing/repairing facilities, sites/equipment, shall Solano Community College District issue \$348,000,000 in bonds, at legal rates with citizens’ oversight, annual audits/no money for pensions/administrators’ salaries?”

AUTHORITY FOR THE AUDIT

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act, Proposition 39. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college, and county offices of education, “for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities”, upon the approval of 55% of the electorate. In addition to reducing the approval threshold from two thirds to 55%, Proposition 39 and enacting legislation (AB 1908 and AB 2659), requires the following accountability measures as codified in Education Code Sections 15278-15282:

- 1) Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A Section 1(b)(3)(C)of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenditures.
- 2) The district must list the specific facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction, and information technology needs in developing the project list.
- 3) Requires the district appoint a citizen’s oversight committee.
- 4) Requires the district to conduct an annual independent financial audit, and performance audit in accordance with the Governmental Auditing Standards issued by the Comptroller General of the United States, of the bond proceeds until all of the proceeds have been expended.
- 5) Requires the district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specified projects listed.

OBJECTIVES OF THE AUDIT

- 1) Determine whether expenditures charged to the Measure Q Building fund have been made in accordance with the bond project list approved by the voters through the approval of Measure Q.
- 2) Determine whether salary transactions, charged to the Measure Q Building fund, were in support of Measure Q, and not for District general administration or operations.

SCOPE OF THE AUDIT

The scope of our performance procedures covered the period of July 1, 2012 to June 30, 2013. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through State or other local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2013 were not reviewed or included in the scope of our audit or in this report.

PROCEDURES AND RESULTS

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2013 for the Measure Q Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure Q as to the approved bond projects list. We performed the following procedures:

1. We selected a sample of expenditures for the period starting July 1, 2012 and ending June 30, 2013, and reviewed supporting documentation to ensure that such funds were properly expended on the specific projects listed in the ballot text. See supplemental information for items tested.
2. Our sample included two transactions totaling \$323,473. This represents 32 percent of the total expenditures of \$1,031,380.
3. We verified that funds from the Measure Q Building Fund were generally expended for the construction, renovation, furnishing and equipping of District facilities constituting authorized bond projects.

CONCLUSION

The results of our tests indicated that, in all significant respects, the Solano Community College District has properly accounted for the expenditures held in the Measure Q Building Fund and that such expenditures were made for authorized Bond projects.

Vaurinek, Ture, Day & Co LLP

Pleasanton, California
March 3, 2014

**SOLANO COMMUNITY
COLLEGE DISTRICT**

**GENERAL OBLIGATION BONDS
MEASURE Q
FINANCIAL AUDIT
JUNE 30, 2013**

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE Q FUND TABLE OF CONTENTS JUNE 30, 2013

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Measure Q Fund	
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Notes to Financial Statements	5
INDEPENDENT AUDITORS' REPORTS	11
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	14



VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

INDEPENDENT AUDITORS' REPORT

Governing Board and,
Citizens Bond Oversight Committee
Solano Community College District
Fairfield, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Solano Community College District's (the District), Measure Q Building Fund General Obligation Bonds, and the related notes to the financial statements, as of and for the year ended June 30, 2013, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure Q Building Fund General Obligation Bonds of the Solano Community College District at June 30, 2013, and the changes in financial position for the period then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure Q Building Fund specific to General Obligation Bonds, and are not intended to present fairly the financial position and the changes in financial position of Solano Community College District in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2014, on our consideration of the District Measure Q Building Fund General Obligation Bond's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Building Fund, Measure Q internal control over financial reporting and compliance.

Vavrinek, Trine, Day & Co LLP

Pleasanton, California
March 3, 2014

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
BALANCE SHEET
JUNE 30, 2013**

ASSETS	
Cash and cash equivalents	<u>\$ 118,876,647</u>
LIABILITIES AND FUND EQUITY	
LIABILITIES	
Due to other funds	\$ 242,760
FUND BALANCES	
Fund balances	
Restricted	<u>118,633,887</u>
Total Liabilities and Fund Balance	<u>\$ 118,876,647</u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2013**

REVENUES		
	Total Revenues	\$ -
EXPENDITURES		
	Current Expenditures	
	Services and operating expenditures	1,031,380
	Total Expenditures	<u>1,031,380</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)		<u>(1,031,380)</u>
OTHER FINANCING SOURCES (USES)		
	Par value of bond	119,996,899
	Bond premium	663,749
	Proceeds from the sale of bonds	<u>120,660,648</u>
	Debt service requirements	(242,760)
	Issuance costs	<u>(420,989)</u>
	Available for projects	119,996,899
	Transfer out	<u>(331,632)</u>
	Total Other Financing Sources and Uses	<u>119,665,267</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		118,633,887
FUND BALANCE, Beginning of Year		-
FUND BALANCE, End of Year		<u><u>\$ 118,633,887</u></u>

The accompanying notes are an integral part of these financial statements.

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE Q FUND NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013

NOTE #1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Solano Community College District Measure Q fund conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants. The Solano Community College District Measure Q fund accounts for financial transactions in accordance with the policies and procedures of the California Community Colleges Budget and Accounting Manual.

Financial Reporting Entity

The financial statements include only the Measure Q fund of the Solano Community College District. This fund was established to account for the expenditures of proceeds from general obligation bonds issued under the General Obligation Bonds Election of 2012. The authorized issuance amount of the bonds is \$348,000,000. Series A of the bonds was sold on June 4, 2013, for \$89,996,899 and Series B was sold June 4, 2013 for \$30,000,000. These financial statements are not intended to present fairly the financial position and results of operations of the Solano Community College District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Measure Q fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements of the Solano Community College District Measure Q fund are accounted for under the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current fiscal period. For the District, available means expected to be received within 60 days of fiscal year-end. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered), except for unmatured interest on long-term debt, which is recognized when due.

Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1st of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE Q FUND NOTES TO FINANCIAL STATEMENTS JUNE 30, 2013

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. In other words, the District is committed or intends to purchase goods or services which have not yet been received. The encumbrance represents a “placeholder” that helps ensure that the budgeted funds for these commitments are not spent elsewhere. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances are liquidated at June 30 since they do not constitute expenditures or liabilities.

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Supplemental taxes for repayment of bond proceeds are collected by the County of Solano from all taxable property within the District and deposited in the Bond Interest and Redemption Fund of the District. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10, and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Solano bills and collects the taxes for the District. The District recognizes tax revenues when received.

Fund Balances - Governmental Funds

As of June 30, 2013, fund balances of the governmental funds are classified as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the governing board.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the District's adopted policy, only the governing board or chief business officer may assign amounts for specific purposes.

Unassigned – all other spendable amounts.

Spending Order

When an expenditure is incurred for purposes for which both restricted and unrestricted funds are available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned or unassigned funds are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE #2 – CASH, CASH EQUIVALENTS, AND INVESTMENTS

Policies and Practices

The Measure Q fund is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Summary of Cash and Investments

Cash and investments as of June 30, 2013, are classified in the accompanying financial statements as follows:

Cash	\$ 1,101,000
Investments - County Cash Pool	<u>117,775,647</u>
Total	<u><u>\$ 118,876,647</u></u>

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

Investments Authorized Under Debt Agreements

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Interest Rate Risk - Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by depositing substantially all of its funds in the County Treasury Pool. The fair value of deposits at the County Treasury at June 30, 2013, was \$117,801,275 and the weighted average maturity of the pool is 15 months.

Credit Risk - Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Measure G fund only invests in County Pooled Investment Funds which are not required to be rated.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE #3 – FUND BALANCES

Fund balances are composed of the following elements:

Restricted	<u>\$ 118,633,887</u>
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NOTE #4 – INTERFUND TRANSACTIONS

The Measure Q Capital Projects fund owes the Bond Interest and Redemption fund \$242,760 to set aside required debt service reserves paid out of the Bond premium. The bonds were sold at a premium, and in compliance with Ed Code, Underwriter’s Fees were offset to such premiums. Any excess premium over the Underwriter’s Fees is required to be remitted to the Debt Service Fund and cannot be used for projects. Additionally, all issuance costs, including legal, financial advisors, bond rating, etc were paid out of proceeds.

A transfer out in the amount of \$331,632 was to reimburse other funds for the cost of preparation of the facilities master plan paid prior to receipt of the bond proceeds.

NOTE #5 – COMMITMENTS AND CONTINGENCIES

Construction Commitments

As of June 30, 2013, the Measure Q fund did not have any commitments for signed agreements related to unfinished capital projects.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2013.

INDEPENDENT AUDITORS' REPORTS



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Governing Board and
Measure Q Citizens Bond Oversight Committee
Solano Community College District
Fairfield, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Solano Community College District (the District) Measure Q Building Fund General Obligation Bonds, and the related notes of the financial statements, as of and for the year ended June 30, 2013, and have issued our report thereon dated March 3, 2014.

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure Q General Obligation Bonds, and are not intended to present fairly the financial position and changes in financial position of Solano Community College District in conformity with accounting principles generally accepted in the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Solano Community College District Measure Q Fund's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Solano Community College District Measure Q Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of Solano Community College District Measure Q Fund's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Fund's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as item 2013-1 that we consider to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Solano Community College District Measure Q Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

Solano Community College District Measure Q Fund's Response to Finding

Solano Community College District Measure Q Fund's response to the finding identified in our audit is described in the accompanying schedule of findings and responses. Solano Community College District Measure Q Fund's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Solano Community College District Measure Q Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the SOLANO COMMUNITY COLLEGE DISTRICTS Solano Community College District Measure Q Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vaurinek, Ture, Day & Co LLP

Pleasanton, California
March 3, 2014

**SCHEDULE OF FINDINGS AND QUESTIONED
COSTS**

SOLANO COMMUNITY COLLEGE DISTRICT

MEASURE Q FUND FINANCIAL STATEMENT FINDINGS JUNE 30, 2013

The following findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The findings have been coded as follows:

<u>Five Digit Code</u>	<u>AB 3627 Finding Type</u>
20000	Inventory of Equipment
30000	Internal Control
60000	Miscellaneous

2013-1 Code 60000 – Due to Other Funds

Criteria or Specific Requirements

The official statement for the bond issue indicates that \$242,760 of the proceeds received from the premium associated with the Measure Q bond sale be set aside in a debt service fund for future repayments of the debt.

Condition

The \$242,760 proceeds intended for future debt service were recorded in the capital outlay fund.

Questioned costs

\$242,760.

Context

The required debt service reserve for Measure Q Series A is \$242,760 as noted in the bond official statements.

Effect

Accounting for the amount of the required debt service reserve in the capital outlay fund result in the appearance that the capital outlay fund has \$242,760 more funds available to spend on construction projects than it should.

Cause

All cash received from the bond sale was recorded in the capital outlay fund when a portion of the amount paid from the premium should be recorded in the debt service fund.

Recommendation

The District should transfer \$242,760 from the Measure Q capital outlay fund to the Measure Q debt service fund.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
FINANCIAL STATEMENT FINDINGS
JUNE 30, 2013**

Corrective Action Plan

Management agrees with the finding and will transfer funds to the Bond Interest/Redemption Fund as required.

SOLANO COMMUNITY COLLEGE DISTRICT

**MEASURE Q FUND
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2012**

None noted.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: STORAGE AREA NETWORK (SAN) VIRTUAL SERVER
UPGRADE MEASURE G BOND PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College's (SCC) current File Server Farm and Storage Area Network were upgraded from prior generation EMC to current generation Dell provisioned equipment in mid-2012. Since then the College's data processing and storage needs have grown almost exponentially.

IT staff have identified system wide slow-downs at peak usage times which prompted a complete capacity analysis of our server and storage environment. The findings showed that we are running close to our maximum capacity in both storage capacity and server processing power. Furthermore, at the time of the analysis, continued growth at the current rate will "max out" our storage capacity within a three- to six-month timeframe, and will "max out" our server processing capabilities shortly thereafter.

To meet increasing demands the SAN and Server Farm need to be upgraded by the addition of 51 raw terabytes of storage and the addition of 12 multi-processor blade servers to the District's existing Dell blade Chassis. (Usable storage = approximately 30% of raw storage).

CONTINUED ON NEXT PAGE:

Government Code: *Board Policy:* *Estimated Fiscal Impact:* **\$ 226,914.71 Measure Q**

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roger Clague
Chief Technology Officer

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7264

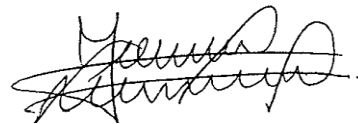
TELEPHONE NUMBER

Information Services

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: STORAGE AREA NETWORK (SAN) VIRTUAL SERVER
UPGRADE MEASURE G BOND PROJECT

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Summary of estimated project costs: (Based on Western States Contracting Alliance (WSCA)).

DELL PowerEdge Blade Servers	\$109,306.46
DELL Compellant SAN	\$145,742.50
VMware Licensing	\$34,218.88
APC UPS (Uninterruptible Power Supply) Upgrade	\$9,517.87
<u>Total Discounts applied by DELL</u>	<u>\$72,871.00</u>
Net Cost of All	\$226,914.71

Approval is requested at this time.

Board Agenda Item: SAN/Server Upgrade – Attachment 1

SAN & Server Farm Upgrade – Requirement

Hardware - SAN & Server Farm History and Growth Path:

In early 2007, the district began work to implement a new ERP system (Banner) to replace the aging system on our HP 3000 platform. Part of this work included purchasing and installing an EMC Clarion storage area network (SAN) to house all of the critical Banner databases, plus provide storage for backup-to-disk and a clustered Exchange email server environment. The original purchase included approximately 10TB of raw storage. *(Note: usable storage = approximately 30% of raw storage)*

In 2008, as part of the district's Green Initiative (and realistically, a lack of datacenter space, power and cooling), we began a project to virtualize many of our datacenter servers. Additional storage was added to the SAN to bring its capacity to approximately 20TB of raw storage. This allowed us to virtualize and remove over 30 physical servers, reducing our energy footprint and freeing up much needed space. Besides virtualizing as many physical boxes as possible, additional new virtual servers were created to provide needed services. Many of these included additional instances of Banner/Luminis environments, accessory application servers (ePrint, CCCApply, Financial Aid Needs Analysis, etc), and new testing and development platforms. Additionally, disk storage and email storage needs continued to grow at an accelerated pace. By the end of 2011 we were nearly at capacity, and our EMC Clarion storage unit was going end of life/support July 1, 2012.

Early in 2012 we began a project to implement a new Dell Compellent SAN. In addition to being able to regain a supported hardware platform, the Compellent platform offered several key benefits:

- Modular design that is easier to upgrade; no complete 'forklift' replacements necessary, like we were facing at that point
- Virtualized storage platform; makes it easier to make changes to disk allocations and vastly improves performance
- Automated tiering of data to improve performance and maximize value of different disk types

The decision was made to migrate to the Compellent platform and factor in a 30% growth in storage, plus additional storage to begin a pilot program for desktop virtualization (VDI). Additionally, there was space allocated for an upcoming security camera project that would require space to store video footage. The new SAN contained approximately 32TB of raw storage, which housed all data from the previous SAN with some room to spare.

Later in 2012, the security camera project expanded and there was a demand for more storage; an additional storage shelf of 24TB raw was added, bringing the raw capacity to just under 60TB. At the completion of the project, we still had capacity left to grow, approximately 15TB.

Over the remainder of 2012 and 2013, our storage needs continued to climb. Increases in the number of Banner servers, the size of the Banner databases (due to accumulating more years of information), higher demands for server file storage and I/O, and huge jumps in email storage have left us dangerously low on space. With so many users accessing the data constantly, we are constrained both from a storage perspective and an I/O perspective.

Installed eTranscript
Implemented Canvas (SAS – WEB based software as a service - but twice daily extracts are both memory and processor intensive)
Implemented Open CCC Apply
Installed ARGOS

Future Applications Potentially Include:

Document Imaging & Management System (potentially significant data storage requirement)
R25 Banner linked resource management system (database)
Banner Workflow System
(Note, all of these future applications/modules were part of the original Banner purchase but have not yet been implemented)
Desktop Virtualization

Conclusions:

The College needs to add SAN & server capacity as a matter of urgency to forestall imminent severe service impact to all users, and to build to meet demand for the next 2 years.

By mid-2014 the 2012 capacity upgrade will have met the anticipated life of such an upgrade before further upgrades are required (the equipment life expectancy is 5+ years).

At the time of the 2012 upgrade not all of the additional applications/modules subsequently were anticipated.

Storage and processing power needs will continue to grow for the foreseeable future, and may expand based on adding enterprise wide functionality.



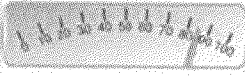
Processing and storage costs are constantly declining, so adding capacity to cover a period of longer than 2 years is not the most efficient use of funds in the long term.

Recommendation:

The SCC Board of Trustees approves funding an upgrade of the districts Data Center (Server Farm and Storage Area Network).

The board further recognizes that future growth in data storage and processing power is inevitable and that this current infrastructure upgrade is anticipated to last for up to 2 years, dependent on what new applications and modules may be added in the intervening period.

Current Diagnostic Snapshot Highlighting Typical SAN Use.

Phone Home Date:		12/8/2013 9:38:01 AM						Potential Writable Space (TB)			
Disk Folder	Tier	Disk Class	Total Raw Disk Space (TB)	Total Consumed Space (TB)	Total Raw Free Disk Space (TB)	Avg Raid Efficiency	Estimated Writable TB	Raid 10	Raid 5-0	Raid 5-5	Percent Full
Assigned-Redundant-4096	Tier 1	SLC SSD	0.91	0.01	0.90	50.00%	0.45	0.45	0.80	0.75	
	Tier 2	15K	18.01	18.01	0.00	71.30%	0.00	0.00	0.00	0.00	
	Tier 3	7K	40.03	33.89	6.13	63.90%	3.92	3.07	5.45	5.11	

Tier 1 is our solid state memory which is used to maximize system throughput. It use is very transient, but it will be more heavily loaded when we add more vMware virtual servers, which we must as we add more apps, like Argos, BDMS and Work Flow.

Tier 2 is our regularly accessed data, and is running at 100% utilization. The trigger for additional Tier 2 capacity is generally accepted as 80% utilization.

Tier 3 is the data which is less frequently used, and users may have to wait for a second or two to access it. This is constantly over 80% utilization rates which we consider to be the trigger for additional Tier 3 capacity.

Software: More Applications and Databases Constantly Being Added.

Even without the addition of more applications and databases each semester sees another semester of data from a myriad of sources is added. The need to keep notably student and human resources date almost in perpetuity leaves little opportunity to recycle storage space for new incoming cohorts and new staff. The growth of data storage needs is inevitable.

Since the last major hardware upgrade in mid 2012 SCC has added and upgraded the following data storage and processor intensive applications or modules to our Server Array and SAN:

- Upgrade Oracle from 10g to 11g (required additional Virtual servers)
- Installed ODS (DODS) (added virtual server)
- Install Degree Works (Test, DGWT)
- Mobil App (added virtual server)
- Installed Luminis (My.LumDEV)(added 4 virtual server)
- Class Finder Appl
- New My.Solano Login page and graphics
- Six Banner Upgrades
- Upgrade AppWorx
- Installed CashNet (PayPlan)

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: STUDENT SERVICES REORGANIZATION
PROPOSED UPGRADE OF POSITIONS**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

As a result of the Student Services Department being reorganized, eleven (11) positions will be upgraded to Student Services Generalist, Range 13. The revised classified job description is available for review in the Office of Human Resources. The proposed upgrades have been vetted through CSEA, Shared Governance Council, and President's Cabinet.

Positions being reclassified to Student Services Generalist include the following:

- (4) Student Services Generalist (Range 12) - Centers
- (1) Assessment Specialist (Range 13) - Assessment Center
- (4) Customer Service Representative (Range 10) - Admissions and Records
- (2) Student Services Assistant I (Range 10) - Counseling

Approval is requested at this time.

Government Code: 88001, 88009, 880013 Board Policy: 4720 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Bruce Petersen, Associate Vice President
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7263

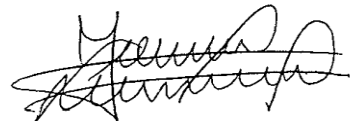
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Administration

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
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JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: PROPOSED NEW JOB DESCRIPTION
SENIOR HUMAN RESOURCES GENERALIST
(ADMINISTRATIVE LEADERSHIP GROUP)**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

As a result of the realignment of the Human Resources Department, a new position was created that encompasses additional supervisory responsibilities, generalist training, and succession strategies. The Senior Human Resources Generalist will be placed on Range 35, of the 2013-14, ALG Salary Schedule, effective October 1, 2013.

Approval is requested at this time.

Government Code: 88001, 88009, 880013 Board Policy: 4720 Estimated Fiscal Impact: \$ 2,617.50

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
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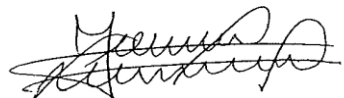
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Superintendent-President

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**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: SENIOR HUMAN RESOURCES GENERALIST (Confidential)

BASIC FUNCTION:

Under general supervision of the Associate Vice-President and Human Resources Manager / Recruiter, the incumbent performs professional Human Resources Analyst and Generalist work and analyses in support of the District's academic and classified Human Resources functions; and other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Incumbents serving in positions assigned to this class have, in the regular course of duties, access to, and may possess information relating to, the employer/employee relations.

The Senior Human Resources Generalist is a higher level classification among the Human Resources Division support staff series. Positions allocated to this class experience extensive contact with the public and staff, and management. Performance of duties requires a working knowledge of District policies, rules, regulations, collective bargaining contract provisions, the organizational structure, and the ability to maintain confidentiality.

The Senior Human Resources Generalist performs at the advanced working level class in the series and is expected to be able to perform varied and complex assignments independently and without detailed guidance or instructions. This class is distinguished from the next lower level class of Human Resources Specialist and Generalist in that they work with the guidance of professional staff to perform routine and special Para-professional level tasks within a well-defined and limited scope of responsibility, with accountability for performing complex as well as routine tasks. This position is responsible for the training of new HR Generalists in the Human Resources Department.

Incumbents in this position contribute to institutional effectiveness, and support student success by serving as the Human Resources main point of contact for classified, adjunct and full-time faculty, and/or executive/administrative employment. In addition, incumbents in this position assist other Human Resources Department staff with various job duties that provide support to the campus.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Perform a variety of complex duties related to the compensation and record maintenance of District personnel, assure compliance with county, state and federal regulations and guidelines concerning Human Resources administration.

Senior Human Resources Generalist

Page 2 of 4

- Ensure selected candidates meet the minimum requirements and/or comply with the equivalency process requirements established by the District, or by State law.
- Trains HR Generalist to initiate and maintain record of adjunct faculty eligible for employment.
- Establish employment calendar annually for employees working less than twelve months per year, maintain related documentation and distribute to appropriate departments.
- Trains HR Generalist to coordinate work assignments maintaining the District's student and Short Term Temporary Substitute Employee hiring and tracking process.
- Perform a variety of complex duties preparing and processing a variety of confidential information including but not limited to salary analysis, upward mobility and reclassifications, along with other legal and compliance issues.
- Calculate employee salary placements, enter information in the District software system and provide related documentation to the employee and appropriate departments.
- Maintain and process employee salary information in the integrated software system and provide related documentation to the employee and appropriate departments.
- Processes all adjunct/overload Payroll for each semester.
- Coordinate evaluation processes for employees.
- Trains HR Generalist to coordinate Workers' Compensation services for employees, prepare documents, reports, arrange for treatment, and serve as a liaison between employee, district and broker/carrier.
- Trains HR Generalist to provide and track appropriate documentation regarding Family Medical Leave in accordance with county, state and federal regulations and guidelines.
- Assist in the preparation of materials for, and participate in, various training workshops.
- Develop and implement systems to ensure responsibilities are completed by deadlines and verify accuracy.
- Assist in the preparation of reports as required including retrieving, compiling and organizing information and data in the absence of the Human Resources Generalist.
- Utilize the District's integrated software in performing the required duties of the position.
- Assist in the day-to-day activities of the office to assure efficient and effective office operations.
- Respond to requests for information from staff and the general public regarding District policies and procedures.

Senior Human Resources Generalist

Page 3 of 4

- Develop and implement plans for succession training with all Generalists.
- Operate a variety of office equipment such as a computer, calculator, copy machine and scanning devices.
- Onboarding of new employees and terminations.
- Maintain Salary Tables Updates and changes.
- Performs all testing of updates and changes to the ~~existing employee computer system~~ integrated software system.
- Prepares requested Public Information Requests & reports for management.
- Prepares and corrects errors for MIS and IPEDS reporting.
- To assist with benefits administration, e.g. responding to benefits inquiries, facilitating open enrollment and completing compliance requirements.
- Provides leadership on specific tasks and projects, including compensation and benefits management and administration.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

EDUCATION:

A Bachelor's degree in Human Resources or related field or equivalent human resources experience.

EXPERIENCE:

Four years of progressively responsible technical experience involving the implementation of processes; preferably including community college, school district, or other educational agency; and/or experience in a Human Resources Department. Any combination of education or work experience that will meet the professional requirements.

KNOWLEDGE AND ABILITIES:

- Methods, practices, terminology and procedures used in working with various employee groups of the College.
- District organization, operations, policies and objectives.
- Modern office practices, procedures and equipment.
- Record-keeping techniques.

Senior Human Resources Generalist

Page 4 of 4

- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Superior Oral and written communication skills.
- Interpersonal and telephone skills usage tact, patience, courtesy and etiquette.
- Computer software (word processing, spreadsheet, database)
- Perform a variety of clerical duties related to the day-to-day functioning of the department.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Establish and maintain effective working relationships with others.
- Meet schedules and time lines.
- Be organized and thorough in assigned tasks.
- Prepare reports by gathering and organizing data from a variety of sources.
- Work confidentially with discretion.
- Work efficiently with many interruptions.
- Operate a variety of office equipment such as computer terminals, calculators, copiers and scanning devices.
- Make arithmetic calculations quickly and accurately.
- Plan and organize work.

NC: 11.25.13

BP/mc: 03.11.14 Rev

Board approved: **xxxxxxx**

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED NEW JOB DESCRIPTION
AUTOMOTIVE LAB TECHNICIAN**

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

The proposed new job description for Automotive Lab Technician is needed to provide support for students taking Automotive classes. The Automotive Lab Technician position will be placed on Range 12, of the 2013-14, CSEA Salary Schedule.

Approval is requested at this time.

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

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

Bruce Petersen, Associate Vice President
Human Resources

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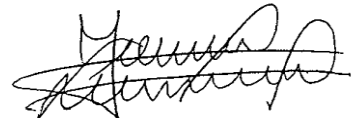
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JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: AUTOMOTIVE LAB TECHNICIAN

BASIC FUNCTION:

Under the direction of the assigned Dean and lead automotive faculty, provide administrative and technical support in the operation of an instructional lab and assist students in the proper and effective checking in and out of a variety of equipment and supplies is used in the training of Automotive Mechanics; order, receive and store supplies; and maintain a variety of records and reports.

DISTINGUISHING CHARACTERISTICS:

The Instructional Lab Technician class is distinguished from the Instructional Lab Assistant class in that incumbents assigned to the class of Instructional Lab Technician provide clerical support as well as oversee a complex instructional laboratory and must possess extensive technical or academic training and experience in assigned field. Incumbents work independently and provide instructional assistance to students and instructors in an instructional laboratory designated for a specific academic or vocational subject area. Instructional Lab Assistants provide clerical support such as preparing instructional materials, maintaining statistical or financial records related to lab activities, ordering supplies and equipment and providing basic assistance to students about lab procedures, schedules and other matters, and they are trained on the job and do not need previous training or experience in the area of instruction.

DUTIES AND RESPONSIBILITIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.
- Operate an instructional lab to provide reinforcement of instruction of the processes, techniques and equipment used in the field of automotive mechanics; maintain equipment, assuring good working order and availability for student use.
- Maintain lab schedules; plan, schedule, organize and conduct lab orientation for students and staff as assigned; monitor student activities in the lab.
- Control the circulation of supplies, materials and equipment to students and instructors by checking items in and out, maintaining appropriate records and inventories and ordering replacement items as necessary according to approved procedures.
- Provide administrative and technical information and assistance to students, instructors and the public about Automotive Service Excellence (ASE) testing and certification, and California Bureau of Automotive Repair (BAR) regulations and

Automotive Lab Technician

Page 2 of 5

requirements for smog technician licensing and smog inspections; assist the lead automotive faculty with examinations by proctoring and grading exams as needed.

- Prepare student files, microfiche and administrative/curriculum manuals for vehicle inspections; work closely with students to keep their assignments current and to assist students with supplies for their lab work; evaluate student files for graduation; monitor and post timecards, exams and required California Driver's License background data; assure that appropriate safety procedures are observed by students.
- Type, assure the duplication of, file or distribute a variety of correspondence, requisitions, minutes, reports, course proposals, exams, manuals, certificates and other material; maintain calendars, logs and other documentation.
- Train and provide work direction to student workers when conducting tool room inventory, general office work or other assigned duties.
- Propose expenditures for the lab budget; assist in evaluating and selecting tools, equipment, supplies and materials for purchase; contact vendors for information and demonstrations of new or updated products; monitor expenditures of budgeted funds.
- Order, receive, catalog, inventory and store supplies and equipment; maintain inventory records and assure adequate levels of supplies, including BAR and Automotive Service Excellence (ASE) materials such as administrative forms, exams and books; report BAR and ASE monthly exam counts.
- Perform clerical duties including data entry and filing; answer telephone inquiries; maintain records and files related to lab activity, student attendance and progress, correspondence, purchase requisitions, invoices, parts lists, material safety data sheets, inventory and equipment maintenance and repair.
- Maintain a vehicle fleet and an inventory of vehicle components for training and instructional purposes; repair vehicles and vehicle components as needed: finish reassembly of vehicles and vehicle components as required; maintain inventory of a vehicle fleet including service and maintenance schedules; prepare vehicles and vehicle components for laboratory assignments and assessments.
- Perform job-related 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:

Satisfactory completion of 180 hours of major course work in automotive technology or related discipline from a community college or technical school. Two years of work experience in the field of automotive service or repair or related industry. Valid California Driver's License with clean driving record. Minimum of 2 Valid ASE certifications in the area of Automotive and Light Truck certification.

KNOWLEDGE AND ABILITIES:

- Knowledge of modern office practices, procedures and equipment, including letter and report writing, record-keeping, receptionist and telephone techniques.
- General needs and behavior of students of various ethnic, racial and cultural backgrounds.
- Knowledge of record keeping techniques.
- Ability to operate computer programs including word processing, data base management and spreadsheet software.
- Operate office equipment including copier, calculator, facsimile machine and others.
- Format, type, proofread and distribute documents and other written materials.
- Ability to meet schedules and timelines; plan and organize work; maintain accurate statistical and financial records.
- Establish and maintain effective and cooperative working relationships with others.
- Work confidentially with discretion.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Work independently with minimum supervision.
- Assist students in understanding and applying basic principles for the area to which assigned.
- Perform assigned work with speed and accuracy.
- Learn new and updated equipment, processes and techniques as required.
- Perform clerical work, including taking and transcribing minutes of meetings, record-keeping, using modern office practices, procedures and equipment, including a personal computer.

Automotive Lab Technician

Page 4 of 5

- Health and safety regulations.
- Assure the security of assigned equipment, materials and supplies.
- Issue and receive equipment and supplies.
- Operate mainframe computer terminals and microcomputers including word processing, data base management and spreadsheet software.
- Operate an electronic keyboard at 55 words per minute.

LANGUAGE SKILLS:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to effectively present information in person or on the telephone to students, staff or the public.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute percentages. Ability to convert units of measure using the metric or U.S. customary measuring system.

PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties outlined in this classification, employees in this classification are regularly required to walk and stand, sit for long periods of time, 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, and hear to understand voices over telephone and in person.
- Employees assigned to this classification frequently must lift, carry and/or move objects weighing up to 75 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

Automotive Lab Technician

Page 5 of 5

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 automotive repair shop environment. While performing the duties of this classification, the employee regularly works near moving mechanical parts and in confined spaces and is frequently exposed to temperature extremes; fumes from welding, equipment operation, solvents and petro chemicals and the risks and potential hazards of working under elevated vehicles. The work environment is noisy. The employee occasionally is exposed to vehicle traffic when traveling to other District locations to conduct work.
- The work assigned to this classification is also typically performed in an instructional lab office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

MM/dlw/ea 1/24/14

Board approved _____

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

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION
HUMAN RESOURCES RECRUITER
(ADMINISTRATIVE LEADERSHIP GROUP)

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

As a result of the realignment of the Human Resources Department, a new position was created. Human Resources Recruiter will be placed on Range 33 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Bruce Petersen, Associate Vice President
Human Resources

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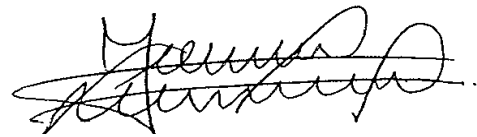
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**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: HUMAN RESOURCES RECRUITER (Confidential)

BASIC FUNCTION:

Under supervision of the Human Resources Managers to perform a variety of complex duties independently and provide administrative support to the recruitment and selection program; organize and coordinate the recruitment and selection activities, which includes regular and adjunct faculty, management and classified staff. This is a confidential position.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Responsible for the human resources employment recruitment function.
- Provide assistance to hiring committees, e.g., providing technical guidance to the chair and committee members.
- Responsible for planning, scheduling, organizing and coordinating the maintenance of recruitment and selection processes, insures steps of the hiring procedures are followed.
- Responsible for developing and coordinating recruitment timelines and job announcements and conferring with managers and committee chairs throughout the process; schedule employment interviews, prepare screening and interview documents and correspondence to interviewees; prepare and distribute committee interview packets to include interview schedules, interview questions and rating forms, and instructions.
- Responsible for developing and placing job advertisements, such as newspapers, publications, journals, Internet, etc.; responsible for distribution of announcements; participate in job fairs, conferences and events to promote employment of SCC and provide information; keep recruitment mailing lists updated. Specialized advertisement may be done or shared at the division level.
- Prepare purchase orders, process invoices and maintain accurate records of recruitment expenditures; maintain recruitment advertising log and tear sheets; monitors expenditures within recruitment budget.
- Receive, organize, screen and file incoming job applications; prepare applicant flow charts for each job; prepares applications for minimum qualifications review; insure that equivalency candidates are documented correctly by the committee; prepare applications for committee screening; prepare committee screening forms.
- Respond to applicant inquiries both verbally and in writing; prepare correspondence; and

Human Resources Recruiter

Page 2 of 5

reports.

- Keep job vacancy and related information updated on the job line and web page; maintain recruitment documents on the Intranet; prepare and maintain statistical information for local, state and federal reports, and other reports as needed.
- Prepare job announcements using desktop publishing and graphic software; create charts and graphs and other special effects to create professional camera-ready documents.
- Support negotiations activities by collecting and compiling statistical data for jobs in various formats to be used for accreditation as well as collective bargaining info requests; Prepare specific job-related reports and other reports as requested by the HR Managers; maintain files in an orderly fashion assuring an accurate audit trail.
- Monitor and update the HR Web page, job line and NEOGOV as it relates to recruitment; communicate information in person and by telephone with the job applicants, staff and the general public.
- Keep the HR Managers informed of the status of each job in the recruitment process; refer recruitment issues and potential policy and law violations to the HR Managers.
- Provide administrative and clerical support to the HR Managers as needed.
- Operate mainframe computer terminal and/or personal computer to update and access records, schedules, and other information as needed.
- Answer telephone and respond to inquiries and/or redirect to appropriate department and/or person.
- May train and provide work direction to other employment/recruitment staff, hourly, and student employees as assigned.
- May represent the District at public events such as job fairs, and community outreach programs.
- Serve as “back up” for other staff positions in the Human Resources Department.
- Coordinate training and EEO orientation to hiring committees. Reviews and approves all hiring committee assignments for diversity and gender balance.
- Support the development of job assignments, submit posts, and monitor, advertisements for all job vacancies, including submissions to various publications and internal and external websites; answer inquiries from applicants and potential applicants.
- Assists with the formation and operation of selection committees for all vacancies, coordinate with faculty, classified, and administrative leaders for appointments to selection committees; coordinate the scheduling of selection committee meeting times and locations; schedule appointments for candidates and inform candidates of application and interview

Human Resources Recruiter

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processes; coordinate all communications to applicants.

Secondary Functions:

Perform job-related 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:

Bachelor's Degree, supplemented by three years of increasingly responsible clerical work including extensive public contact, including at least three years of human resource experience or any combination of training, experience and/or education that provides the required knowledge, skills, and abilities. HR certification or a Master's Degree in Human Resources Development preferred.

LANGUAGE SKILLS:

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, and Board Policy.
- Ability to compose reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to effectively present information in person or on the telephone to students, staff or the public.

MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal effectively with problems involving variables in standardized situations.
- Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

CERTIFICATES, LICENSES, REGISTRATION:

California Driver's License required.

OTHER SKILLS AND ABILITIES:

- Demonstrate knowledge of recruitment and selection processes.
- Ability to multi-task in a fast-paced environment.
- Demonstrate sound judgment, a high level of motivation, organization and attention to detail.
- Demonstrate knowledge of modern office practices, procedures and equipment, including letter and report writing, record-keeping, receptionist and telephone techniques.
- Operate mainframe computer terminals and microcomputers including the complex features of desktop publishing, word processing, data base management and spreadsheet software.
- Operate office equipment including copier, calculator, facsimile machine and others.
- Operate an electronic keyboard accurately at 55 words per minute.
- Create, design, develop, format, type, proofread and distribute forms, documents and other written materials.
- Meet schedules and timelines.
- Maintain accurate statistical and financial records.
- Plan and organize work.
- Establish and maintain effective and cooperative working relationships with others.
- Work confidentially with discretion.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled, confidentiality, and a strong sense of self confidence.
- Work independently with minimal supervision.

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.

Human Resources Recruiter

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While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to pick up or deliver materials to other campus locations.

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 subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

NC/mc: 03.12.14

Board approved: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVE REPORT FOR THE ACADEMIC YEAR 2012-2013
REQUESTED ACTION: INFORMATION

SUMMARY:

The following recipient will give a report on his Sabbatical Leave for the 2012-2013 academic year:

Carlos Esteve - "Writing an Open Source Textbook for Math 310 (College Arithmetic) Course"

Government Code: *Education Code §87767* Board Policy: *N/A* Estimated Fiscal: *N/A*
CTA Contract – Article 11

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

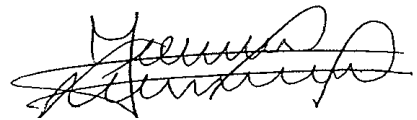
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

March 7, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 7, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**