

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

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**EMPLOYMENT 2015-2016**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Celia Lopez	Human Resources Generalist M00079 (Range 33/Step 3)	11/02/2015

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Renee Pegues	Business Operations Coordinator – Bond	11/13/2015

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Assignment</u></b>
Kristen Bayardo	Athletics/Softball	Assist with Softball Practice Classes
Lawrence Spencer	Liberal Arts/Ceramics	Help in Ceramics Class
Linus Schlumpberger	Athletics/Softball	Assistant Softball Coach, Duties as Assigned

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**Wade Larson, D.M.**  
Associate Vice President, Human Resources

October 23, 2015

**Date Submitted**

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**STAN R. ARTERBERRY**  
Interim Superintendent-President

October 23, 2015

**Date Approved**



# SOLANO COMMUNITY COLLEGE DISTRICT

## Administrative Leadership/Supervisory/Confidential 2015-16 Schedule (0715A)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
54	142,814.00	146,213.99	149,762.92	153,162.91	156,562.91	159,962.91	163,362.89	166,835.14
53	118,216.74	122,765.22	127,496.86	132,420.99	137,538.68	142,861.36	148,397.38	154,147.93
52	108,015.74	112,564.22	117,925.86	122,219.99	127,337.68	132,660.36	138,196.38	143,963.42
51	104,805.48	108,999.11	113,357.17	117,891.07	122,608.13	127,511.46	132,611.45	137,915.42
50	99,875.09	103,868.94	108,023.04	112,345.69	116,837.98	121,512.37	126,372.00	131,425.98
49	95,844.84	99,678.42	103,666.02	107,811.78	112,125.09	116,611.13	121,275.12	126,125.65
48	89,102.77	92,666.83	96,373.47	100,228.91	104,237.30	108,407.01	112,743.21	117,252.85
47	85,676.06	89,102.77	92,666.83	96,373.47	100,228.91	104,237.30	108,407.01	112,743.52
46	82,380.46	85,676.06	89,102.77	92,666.83	96,373.47	100,228.91	104,237.30	108,405.99
45	79,211.83	82,380.46	85,676.06	89,102.77	92,666.83	96,373.47	100,228.91	104,238.59
44	76,164.93	79,211.83	82,380.46	85,676.06	89,102.77	92,666.83	96,373.47	100,228.37
43	74,701.84	77,688.38	80,796.67	84,028.78	87,389.93	90,885.32	94,520.15	98,300.35
42	71,826.66	74,701.84	77,688.38	80,796.67	84,028.78	87,389.93	90,885.32	94,520.52
41	69,064.89	71,826.66	74,701.84	77,688.38	80,796.67	84,028.78	87,389.93	90,885.53
40	66,409.28	69,064.89	71,826.66	74,701.84	77,688.38	80,796.67	84,028.78	87,390.18
39	63,855.62	66,409.28	69,064.89	71,826.66	74,701.84	77,688.38	80,796.67	84,029.32
38	61,398.77	63,855.62	66,409.28	69,064.89	71,826.66	74,701.84	77,688.38	80,794.32
37	59,053.25	61,398.77	63,855.62	66,409.28	69,064.89	71,826.66	74,701.84	77,692.11
36	56,804.49	59,053.25	61,398.77	63,855.62	66,409.28	69,064.89	71,826.66	74,698.87
35	54,642.12	56,804.49	59,053.25	61,398.77	63,855.62	66,409.28	69,064.89	71,826.69
34	52,565.08	54,642.12	56,804.49	59,053.25	61,398.77	63,855.62	66,409.28	69,065.06
33	50,566.07	52,565.08	54,642.12	56,804.49	59,053.25	61,398.77	63,855.62	66,410.78
32	48,645.12	50,566.07	52,565.08	54,642.12	56,804.49	59,053.25	61,398.77	63,837.45
31	46,795.97	48,645.12	50,566.07	52,565.08	54,642.12	56,804.49	59,053.25	61,391.03
30	45,018.62	46,795.97	48,645.12	50,566.07	52,565.08	54,642.12	56,804.49	59,052.43
29	43,312.03	45,018.62	46,795.97	48,645.12	50,566.07	52,565.08	54,642.12	56,801.23
28	41,669.95	43,312.03	45,018.62	46,795.97	48,645.12	50,566.07	52,565.00	54,642.95

Employees possessing an earned doctorate from an accredited institution will receive an additional \$2400 Annually

**Career Increments after:**

10 years	\$1,000
15 years	\$1,200
19 years	\$1,500
20 years	\$1,600
25 years	\$2,300
29 years	\$3,000

**Career Increments (Confidential Employees) after:**

6 years	2.50%
8 years	5.00%
11 years	7.50%
15 years	10.00%

Salary schedule is based on 223 workdays.

Effective 11/1/15

Board Approved 10/21/2015

**MANAGEMENT CLASSIFICATIONS  
2015-2016**

Range	Position #	Position Title
Range 54	M00042	Vice President , Finance & Administration (1)
	M00065	Executive Manager, Bonds (1)
Range 53	M00041	Vice-President, Academic Affairs (1)
	M00043	Vice President-Student Svcs
Range 50	M00022	Assoc. Vice-President, Human Resources (1)
	M00067	Small Business Sector Navigator (1)
Range 49	M00006	Dean, Vallejo Center
	M00011	Dean, Counseling & Special Services
	M00016	Dean, School of Mathematics & Science
	M00020	Director, Fiscal Services (1)
	M00046	Chief Technology Officer (1)
	M00055	Dean, School of Applied Technology & Business
	M00058	Dean, School of Liberal Arts
	M00062	Dean, School of Health Sciences
	M00063	Dean, School of Social & Behavioral Sciences
	M00064	Dean, Research, Planning & Institutional Effectiveness
Range 48	M00012	Assoc. Dean, Student, Financial Aid, EOPS,Veterans
	M00026	Director, Technology Services & Support (1)
	M00068	Deputy Sector Navigator (1)
	M00078	Assoc Dean, WDCE/SBDC
Range 46	M00019	Director, Facilities (1)
	M00053	Director, Enrollment Svcs(1)
	M00085	Director, Records and Registration (1)
Range 43	M00025	Director, Student Life (1) (Ed Admin)
	M00036	Director, MESA & High Sch Prog (1)
	M00045	Director, Children's Programs (1)
	M00074	Chief of Staff (1)
	M00080	Director, Athletic
	M00084	Director, Fire Academy
	M00087	Director, Workforce Training & Grants Mgmt (1)
Range 42	M00001	Assistant Director, Facilities (1)
	M00051	Accounting Manager, Fiscal Services (1)
	M00052	Human Resources Manager (1)
	M00072	Accounting Manager, Bond (1)
Range 35	M00028	Business Oper Coordinator, Fin & Admin (1)
	M00031	Executive Coordinator, Superintendent (1)
	M00054	Grants & Resource Development Mgr (0)
	M00073	Business Oper Coordinator, Bond (1)
	M00076	Executive Coordinator, Academic Affairs (1)
	M00088	Executive Coordinator, Student Services
Range 34	M00004	Supervisor, Bookstore (1)
Range 33	M00033	Human Resources Generalist (1)
	M00034	Human Resources Generalist (1)
	M00059	Supervisor, Custodial (1)
	M00069	Human Resources Recruiter (1)
	M00079	Human Resources Generalist (1)
Range 32	M00029	Executive Asst, Human Resources (1)



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

**TO: Members of the Governing Board**

**SUBJECT:**

**SUBJECT:**

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

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 University Retirement Community, Davis, California.

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **University Retirement Community** (hereinafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, California 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 25, 2015.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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



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

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

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

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

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

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

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

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

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

## 6. INDEMNIFICATION

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

## 7. INSURANCE

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

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

Maria Burton  
Healthcare Administrator  
University Retirement Community  
1515 Shasta Drive  
Davis, CA 95616

Telephone: (530) 747-7008

2. Notice to the *SCHOOL*

Glenn Burgess, RN, MS  
Interim Director of Nursing  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-3197

Telephone: (707)864-7162  
FAX: (707) 646-2062  
Glenn.burgess@solano.edu

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

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

**University Retirement Community**

**Solano Community College**

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

By: \_\_\_\_\_  
Stan Arterberry

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

Title: \_\_\_\_\_  
Interim Superintendent/President

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

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

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

**TO: Members of the Governing Board**

**SUBJECT: DECLARING AN EMERGENCY AND AUTHORIZING DISTRICT STAFF TO PROCURE NECESSARY GOODS, SERVICES AND SUPPLIES WITHOUT COMPLYING WITH BIDDING REQUIREMENTS, RESOLUTION NO. 15/16-16**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

On Sunday, November 1, 2015, the Vacaville Center Annex experienced a flood caused by a water heater leak. The leak resulted in damage that caused the immediate closure of the building and the immediate need to address the damage.

The Governing Board is requested to declare an emergency and authorize action by staff to make any corrective actions necessary and incur any expenses to respond to this emergency.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* \_\_\_\_\_

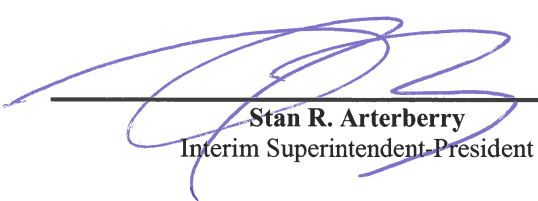
**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

\_\_\_\_\_  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TELEPHONE NUMBER**

  
\_\_\_\_\_  
**Stan R. Arterberry**  
Interim Superintendent-President

\_\_\_\_\_  
**VICE PRESIDENT APPROVAL**

\_\_\_\_\_  
**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

\_\_\_\_\_  
**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**



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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 15/16-16**

**DECLARING AN EMERGENCY**

**AND AUTHORIZING DISTRICT STAFF TO PROCURE NECESSARY GOODS,  
SERVICES AND SUPPLIES WITHOUT COMPLYING WITH BIDDING REQUIREMENTS**

WHEREAS, Public Contract Code Section 20113 provides that in an emergency when repairs, alterations, work, or improvement to a school facility are necessary to the continuance of existing school classes or to avoid danger to life or property, the Board may contract in writing for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor;

WHEREAS, Public Contract Code Section 20113 provides that in an emergency when repairs, alterations, work, or improvement to a school facility are necessary to the continuance of existing school classes or to avoid danger to life or property, the Board may authorize the use of day labor or force account for the emergency purpose;

WHEREAS, pursuant to Public Contract Code Section 1102 an emergency is a “sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services,” and case law has incorporated that definition into the terms of Section 20113;

WHEREAS, on Sunday, November 1, 2015 the Vacaville Center Annex experienced a flood caused by a water heater leak. The leak resulted in damage that caused the immediate closure of the building and an immediate need to address the damage.

WHEREAS, as a result of the foregoing occurrence the Vacaville Annex was left in danger of further property loss and constitutes a hindrance to the continuance of existing classes; and

WHEREAS, pursuant to Public Contract Code Section 20113, the governing board must make a unanimous vote, obtain approval to contract from the county superintendent of schools, and secure contracts in writing for services to be performed and materials to be provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Solano Community College District pursuant to the Public Contract Code, this Board finds, for the reasons set forth above, that a dire emergency exists as a result of the flooding and related damage to the Vacaville Annex, and immediate corrective action is required to mitigate further loss of District property and resume existing school classes; and

BE IT FURTHER RESOLVED by the Board of Trustees of the Solano Community College District pursuant to the Public Contract Code, this Board authorizes the District Superintendent/President to take all appropriate and necessary action to promptly evaluate and implement corrective action to protect District facilities, including but not limited to

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authorization to enter into written contracts for the performance of labor and furnishing of materials; the use of day labor or force account for the emergency purpose; seek approval to contract for emergency repairs from the County Superintendent of Schools; implement the repair and replacement of such facilities; and to re-open the facility as soon as it is safe to do so, all subject to ratification by this board as soon as is practicable. The Board further directs the District Superintendent/President to prepare an estimate of the costs of the necessary corrective work, which shall be presented to the Board for review and ratification as soon as is practicable.

AYES:  
NOES  
ABSENT:

\_\_\_\_\_  
Stan R. Arterberry, Interim Superintendent-President

\_\_\_\_\_  
A. Marie Young, Board President

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

**TO: Members of the Governing Board**

**SUBJECT: WEST COAST CONSULTING GROUP, INC. CONTRACT  
FOR EMERGENCY PREPAREDNESS PLAN UPDATE AND  
TRAINING**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Pursuant to the Jeanne Clery Act, every college must have a current Emergency Preparedness Plan, and hold campus/center drills/evacuations. The current Solano Community College (SCC) Emergency Preparedness Plan was published in 2009.

Every SCC employee, adjunct faculty, faculty and administrator is considered an emergency disaster worker. Without the mandated training, emergency disaster resources requested may be denied by the Cal Office of Emergency Services (OES) and/or the Federal Emergency Management Agency (FEMA).

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: N/A                      Board Policy: 3225                      Estimated Fiscal Impact: \$85,950.00*

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

Lieutenant Eric Thelen  
Sheriff's Office

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

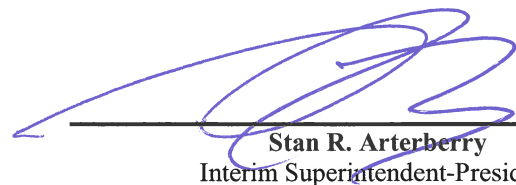
**ADDRESS**

(707) 864-7000 Ext. 7224

**TELEPHONE NUMBER**

Yulian Ligioso  
**VICE PRESIDENT APPROVAL**

October 23, 2015  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**Stan R. Arterberry**  
Interim Superintendent-President

October 23, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(a)  
MEETING DATE November 4, 2015

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

**TO: Members of the Governing Board**

**SUBJECT: WEST COAST CONSULTING GROUP, INC. CONTRACT  
FOR EMERGENCY PREPAREDNESS PLAN UPDATE AND  
TRAINING**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approval will be requested on November 18, 2015, to contract with West Coast Consulting Group, Inc. to revise/update the Emergency Preparedness Plan for the District, provide all mandatory Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) training, followed by a table top and scenario exercise, so the District can demonstrate their level of readiness.

West Coast Consulting Group, Inc. is also the only company endorsed by Keenan & Associates, who services the District's workers' compensation claims and property and liability program.

The fee for this contract is \$85,950.00

Attached is the contract for review.



October 2, 2015

Lt. Eric Thelen  
Solano Community College  
4000 Suisun Valley Rd.  
Fairfield, CA 94534

Lt. Thelen;

I would like to thank you for reaching out to West Coast Consulting Group, Inc. regarding our community college emergency preparedness services. I enjoyed our introductory phone call and briefing regarding Solano Community College's compliance with state and federal emergency preparedness regulations. Compliance with these regulations has a direct link to reimbursement to the District in state and/or federal declared emergencies. *Failure to comply with these regulations may result in complete denial, decrease and/or delay of reimbursement funds and/or ineligibility for low interest loans in a declared emergency.* The California Community College Chancellor's Office training matrix (see separate attachment) outlines all the state and federal mandated training for Solano Community College. In addition, the College is mandated to:

1. Have an up-to-date Emergency Operations Plan (EOP) compliant with the Standardized Emergency Management System (SEMS), Incident Command System (ICS), National Incident Management System (NIMS) and U.S. Department of Labor Occupational Safety and Health Administration (OSHA), and
2. To conduct annual Table Top Exercises or practicing of the EOP as required by the Jeanne Clery Act and Higher Education Opportunity Act (HEOA).

West Coast Consulting Group is a safety, security and emergency mitigation, preparedness, response, and recovery consulting firm that *specializes in California community colleges*. Located in the County of San Diego, the firm is an "A+" Accredited Business with the Better Business Bureau (BBB). Our consultants are experts in the field, with diverse backgrounds in community college instruction and student services, university and municipal emergency preparedness, academic professional development, and police/fire services critical incident management. We take a collegial approach to plan implementation and training and have demonstrated success working within a shared governance structure and standardizing multi-college districts, centers, and sites.

At your request, I have prepared the following compliance package quote. This quote expires March 31, 2016. As a Keenan & Associates client, I have included a 10% discount. You may inquire with your Keenan & Associates Account Manager if the College has Safety Credits to offset the costs of the project. Upon signing our contract, West Coast Consulting Group is available to begin immediately. Thank you.

### Itemized Compliance Package

#### Mandated Emergency Operations Plan \$29,205.00

This package provides a customized Emergency Operations Plan for state and federal compliance with the Standardized Emergency Management System (SEMS), Incident Command System (ICS), National Incident Management System (NIMS), and Occupational Safety & Health Administration (OSHA). The plan will outline detailed organizational charts (Fairfield Campus, Vacaville and Vallejo Centers) with corresponding "easy-to-read" checklists, assignments and responsibilities. Consultant will work collaboratively with the client in the assignment of specific college personnel to job functions in the Plan. The Plan will include area specific emergency procedures for biological emergencies, environmental emergencies (chemical spills, asbestos fiber release, air pollution alerts), bombs and explosives, disturbances and demonstrations, earthquake, fire, flooding, active shooters on campus, terrorism/kidnapping, and governmental response to pandemic flu. This package includes sixty (60) copies of the Emergency Operations Plan for the Fairfield Campus, Vacaville and Vallejo Centers and distribution of the Plans with an overview on how to use the Plan. Additional Plans may be purchased for \$75 each.

Cost: \$32,450 - \$3,245 (10% Keenan Discount) = \$29,205

#### Online Mandated SEMS, ICS-100HE, ICS-200, IS-700 & IS-800 Training \$7,110.00

This 5-hour web-based course streamlines client costs and allows personnel to complete 50% of mandated training within 30 days. The combined course fulfills all course objectives for the Introduction to the Standardized Emergency Management System, Introduction to the Incident Command System for Higher Education, Incident Command System for Single Resources and Initial Action Incidents, Introduction to the National Incident Management System, and the National Response Framework for community college personnel. This course is:

- Equivalent to thirty one and one half (31.5) minimum classroom hours for ICS-100HE, ICS-200, IS-700, & IS-800 outlined in the DHS/FEMA NIMS Training Plan.
- Offered as a combined course instead of taking courses individually.
- Specifically tailored to the California community college audience and includes the Higher Education component of ICS-100.
- Made up of 21 audio lessons which enable students to start and stop from the last audio lesson completed instead of starting an individual course over at the beginning.
- Offered for 30 days and can be completed within less than five (5) office hours.
- Tracked and students successfully completing the course, and the designated college administrator responsible for training documentation, are sent certifications of completion.

- Pricing includes up to 100 students at the time of registration. An additional \$25 will be charged for every student over 100, each late addition, and each day extended beyond 30 days (Up to 14 Days).

Cost: \$7,900 - \$790 (10% Keenan Discount) = \$7,110

Note: Bulk discounts apply over 250 employees – Inquire for Details

**Mandated SEMS Emergency Operations Center (SEMS EOC) \$7,200.00**

One (1) certified facilitator shall offer an eight (8) hour SEMS Emergency Operations Center (EOC) course to Emergency Response Team personnel. The course shall be offered in two (2) four (4) hour blocks and on consecutive days (Day One 1:00 PM to 5:00 PM – Day Two 8:00 AM to 12:00 PM). This course includes up to 40 personnel. An additional \$25 fee will be charged for each additional person over 40. West Coast Consulting Group shall provide handouts.

Cost: \$8,000 - \$800 (10% Keenan Discount) = \$7,200

**Mandated SEMS & NIMS Executive (Combined Course) \$4,950.00**

One (1) certified facilitator shall offer a four (4) hour combined SEMS & NIMS Executive (ICS-402) course. The course shall be offered 1:00 PM to 5:00 PM. This course is required for Board of Trustee members as well as executive and senior management. This course includes up to 40 personnel. An additional \$25 fee will be charged for each additional person over 40. West Coast Consulting Group shall provide handouts.

Cost: \$5,500 - \$550 (10% Keenan Discount) = \$4,950

**Mandated Intermediate (ICS-300) and Advanced (ICS-400) ICS for Command and General Staff (Combined Course) \$19,125.00**

One (1) certified facilitator shall offer a thirty two (32) hour (Minimum classroom hours dictated by NIMS 5-Year Plan) combined course of Intermediate and Advanced Incident Command System to ICS Team personnel. The course shall be delivered over four (4) different sessions on consecutive days (Day One 1:00 PM to 5:00 PM – Day Two 8:00 AM to 12:00 PM). It is recommended the four (4) consecutive days be delivered every other week. This course includes up to 40 personnel. An additional \$35 fee will be charged for each additional person over 40. West Coast Consulting Group shall provide handouts.

Cost: \$21,250 - \$2,125 (10% Keenan Discount) = \$19,125



**Preparation Through Group Dynamics Action Planning Workshop \$8,955.00**

Three (3) facilitators shall offer a three (3) hour interactive workshop to ICS Team personnel. The Team will be divided into Management, Operations, Planning, Logistics, and Finance sections and facilitators will work with Team Leaders (Coordinators) to coordinate the development of action plans for their sections in preparation for the Table Top Exercise. This session includes a maximum of 50 ICS personnel.

Cost: \$9,950 - \$950 (10% Keenan Discount) = \$8,955

**Mandated Annual Table Top Exercise \$9,405.00**

Three (3) facilitators shall offer a three (3) hour interactive Table Top Exercise to ICS Team personnel. The Table Top Exercise will simulate an emergency on campus and groups will use the Emergency Operations Plan as a guide while incorporating the knowledge and skills gained in the Group Dynamics Action Planning Workshop session. This session includes a maximum of 50 ICS personnel. Pricing includes up to five (5) hours of preparation and development of the Table Top Exercise.

Cost: \$10,450 - \$1,045 (10% Keenan Discount) = \$9,405

**Total for Compliance Package \$85,950.00**

In addition to the services above, West Coast Consulting Group, Inc. offers the following additional packages you may want to consider. With the Umpqua Community College shooting last week, you may want to offer our "Active Shooter on Campus" training. It is ideal during Faculty Flex and Staff Development. We also offer a Campus SaVE Act Compliance Workshop to avoid interruptions in federal funding and mitigate regulatory violations and fines.

**"Active Shooter on Campus" Training – Faculty Flex & Staff Development \$5,950.00**

As a result of increased campus shootings nation-wide, West Coast Consulting Group has developed one (1), two (2), and three (3) hour "Active Shooter on Campus" training courses. These courses are video-based, coupled with lecture and Q&A. The courses are ideal for Faculty Flex Week, Staff Development, and/or ongoing Professional Development Training. Curriculum includes Lessons Learned, Preventative Measures, Warning Signs, Profile of an Active Shooter, Taking Action: Run, Hide, or Flight, and Survival Mindset and Mental Preparation.

**Campus SaVE Act Compliance Workshop \$5,500.00**

Enacted in 2013, The Campus SaVE Act amended the Jeanne Clery Act to mandate extensive "primary prevention and awareness programs" regarding sexual misconduct (defined under the Violence Against Woman Act) and related offenses within institutions of higher education. In



order to mitigate regulatory violations, these institutions shall report compliance with Campus SaVE Act mandates in their Annual Security Reports by October 1, 2014 to avoid possible interruptions in federal funding and/or regulatory fines. This four (4) hour workshop provides regulatory guidance and suggested policy updates to ensure compliance with Department of Education and Title IX requirements. Utilizing group activities, participants will develop a road map for district-wide compliance to mitigate exposure to the institution. This workshop is intended for executive policy makers, compliance officers, Title IX Coordinators, and managers for Campus Police/Security, Student Health Services, Counseling, Admissions & Records, Athletics, and student discipline. Attendees should be aware curriculum includes discussions of sexual content and crimes that relate directly to compliance.

**Additional Packages Upon Request:**

- Hazard/Vulnerability/Risk Assessments
- Evacuation and Closure Plans
- Fire Safety and Prevention Plans (OSHA 29 CFR 1910.39)
- Mass Notification System, Timely Notification & Emergency Notification Evaluations & Recommendations
- Independent Campus Police & Security Program Reviews
- On-line Pandemic Influenza & Preparedness Course for Higher Education
- Media Training & Crisis Communications Workshops
- Full-Scale Exercises

Respectfully submitted,



Thomas Plotts, President/CEO  
West Coast Consulting Group, Inc.  
[www.wccginc.com](http://www.wccginc.com)  
(800) 617-9224

### Re: 10% Discount Extended to NEW West Coast Consulting Group Clients

In response to state and federal emergency preparedness regulations and the essentials of providing a safe and secure educational environment, West Coast Consulting Group Incorporated has extended a 10% discount to NEW West Coast Consulting Group clients to provide emergency preparedness training and consulting services to Keenan clients. Accredited with an "A+" Rating from the Better Business Bureau (BBB), the firm specializes in safety, security and emergency mitigation, preparedness, response, and recovery services to K-12 districts and institutions of higher education. Educational institutions receiving state and federal funding are required to be in compliance with the following mandated plans, training and services. Completion of these mandates will mitigate exposure to individual educational institutions, streamline the reimbursement process and increase eligibility for low interest loans in declared emergencies.

#### Mandated Plans, Training & Services for K-12 & Institutions of Higher Education

1. Emergency Operations Plan,
2. Fire Prevention Plan (OSHA 29 CFR 1910.39),
3. SEMS, ICS-100, ICS-200, IS-700 & IS-800 Training (On-line),
4. SEMS Emergency Operations Center (EOC) Training,
5. SEMS & NIMS Executive Training,
6. ICS-300 & ICS-400 Intermediate & Advanced ICS for Command & General Staff and
7. Annual Table Top and/or Field Exercises.

Eligible Keenan & Associates clients shall contract services by **March 31, 2016**. In order to receive the 10% discount on services, clients MUST go to [www.wccginc.com](http://www.wccginc.com), click on "Contact Us," fill in the form, enter Promotion Code "KeenanSpring2016" and send. West Coast Consulting Group will contact you regarding requested services and provide a detailed quote. Discounts are limited to NEW West Coast Consulting Group clients only, packaged services, applied to base services and may not be used with any other discounts or promotions. Other optional services provided include:

1. Emergency Management Review for Compliance with State and Federal Regulations
2. Preparation Through Group Dynamics Action Planning Workshop
3. "Active Shooter on Campus" Training
4. Campus SaVE Act Compliance Workshop

#### Contact Information:

Peter Wright: [pwright@wccginc.com](mailto:pwright@wccginc.com)/(805) 452-1075

Tom Plotts, [tplotts@wccginc.com](mailto:tplotts@wccginc.com)/(800) 617-9224

# CA Community College Training Matrix

## West Coast Consulting Group On-line Courses

<b>Disaster Resistant California Community Colleges</b>  <b>Training Matrix</b>  Standardized Emergency Management System (SEMS) National Incident Management System (NIMS) Incident Management System (ICS) <i>Note: Some courses can be found listed as IS which indicates they are independent study and available online</i>	Progress Required by October 2007							Progress Required by Oct. 2009	
	SEMS Introduction	SEMS Emergency Operations Center	SEMS Executive	ICS 100 HE (ICS Introduction for higher education)	ICS 200	ICS 402 (NIMS Executive)	IS 700 (NIMS Introduction)	IS 800.B (National Response Framework)	ICS 300 Intermediate ICS
General personnel with any role in emergency preparedness, incident management or response	X			X			X		
Critical personnel with a role in an Emergency Operations Center or on an emergency management team to include public safety, police, public relations, environmental health and safety, facilities and grounds and other ICS positions as required by the incident	X	X		X	X		X	X	
Leadership personnel with supervisory field roles who direct general personnel and may work within an Incident Command Post are required to take the ICS 300 & 400 courses	X	X		X	X		X	X	X
Executive personnel and Senior Administrators including Chancellors, Superintendents, Presidents, and Vice Chancellors and Vice Presidents (not in an EOC) but tasked with setting policy only			X			X	X	X	
<b>Board of Trustees and Elected Officials</b>			X			X			

Disaster Resistant California Community Colleges  
<http://emergency.cccco.edu>

Governor's Office of Emergency Services  
 Approved: March 20, 2009

If you cannot read the above, download the PDF. To see the full download of the CA Community College Training Matrix requires a PDF reader such as Adobe Reader.

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

**TO:** Members of the Governing Board  
**SUBJECT:** Intent to Apply for Substantive Change Proposal/Bachelor's Degree in BioManufacturing

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

On May 18, 2015, the Board of Governors of the California Community Colleges approved Solano Community College to pilot a four-year Baccalaureate degree program in Biomanufacturing. The pilot period starts in Fall of 2017 and ends in the Spring of 2023.

The current agenda item informs the Solano Community College District of the intent to apply for a substantive change proposal to the Accrediting Commission for Community and Junior Colleges (ACCJC) for the four-year Baccalaureate degree program in Biomanufacturing.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* \_\_\_\_\_

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

Leslie Minor  
Vice President, Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

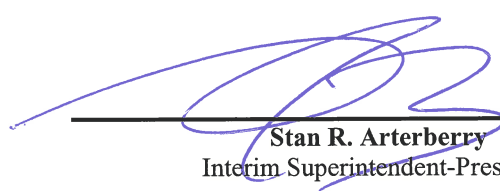
**TELEPHONE NUMBER**

Leslie Minor

**VICE PRESIDENT APPROVAL**

October 23, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
Stan R. Arterberry  
Interim Superintendent-President

November 4, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

State of California

BRICE W. HARRIS  
Chancellor

1102 Q Street, Suite 4554 | Sacramento, California 95811-6539  
t. 916.322.4005 | f. 916.327.8271  
www.cccco.edu

October 23, 2015

Mr. Stan Arterberry, Interim Superintendent/President  
Solano College  
4000 Suisan Valley Road  
Fairfield, CA 94534-3197

Dear President Arterberry:

Congratulations on being selected and approved by the Board of Governors of the California Community Colleges to offer a Bachelor's degree in Biomanufacturing. What an exciting opportunity for your college to be selected as one of the 15 Baccalaureate Degree Pilot Programs. I realize the extra work is significant as we collectively develop new programs, but the opportunities for our students are extraordinary and you have my sincere appreciation for taking on this exciting endeavor.

The California Community Colleges Chancellor's Office and the Academic Affairs Division are here to support your efforts and I wish you great success.

Sincerely,

A handwritten signature in cursive script that reads "Brice W. Harris".

Brice W. Harris  
Chancellor

Attn: Susan Clifford, ACCJC  
From: Leslie Minor, SCCD  
Re: Substantive change proposal, baccalaureate degree pilot project  
Date: October 26, 2015

The Solano Community College District (SCCD) proposes to launch a baccalaureate degree in Biomanufacturing in the Fall semester, 2017. The proposed baccalaureate degree has been approved as a pilot project by the California Community Colleges Chancellor's office, allowed with Senate Bill (SB) 850. SCCD joins 14 other colleges in piloting the baccalaureate degree, with the pilot period ending in 2023. This memo serves to inform ACCJC of our interest in submitting a full substantive change proposal.

### **Proposed Change:**

#### **Brief Description of the Program:**

The Biomanufacturing Bachelor of Science degree integrates the study of biology with the production of products and services that impact the fields of health sciences, agriculture, and environmental sciences. While the degree will emphasize teaching the skills and knowledge required for a graduate to enter pharmaceutical manufacturing, it will prepare students for jobs in a variety of production positions within the life science industry such as the production of biofuels, biomaterials, and stem cells. Solano Community College (Fairfield, CA) and MiraCosta College (Oceanside, CA) have been national leaders in the design of certificates and Associates degrees in this field. This proposal extends the curriculum to include additional advanced curriculum at the upper division level. The inclusion of the Bachelor of Science degree in Biomanufacturing is stackable and complementary to our existing certificate and Associate's Degree programs in Biomanufacturing. This degree also provides an option to earn a bachelor's degree to students at the other community colleges that currently offer an Associate's Degree in Biotechnology, and a future option to the additional community colleges that are considering a program.

#### **Need for the Baccalaureate Degree:**

Recent conversations and correspondence with local biotechnology companies confirm current and future employment potential for SCC graduates. SCC provides job placement for its biotechnology students at three main companies: Genentech Vacaville, BioMarin located in Novato, and Janssen, a subsidiary of Johnson and Johnson. Genentech Vacaville reports a workforce increase of 300 employees in the next three years (accompanying a \$258 million investment in new facilities); BioMarin anticipates a workforce increase of 1,500 over the next five years, and Janssen anticipates a consistent, if flat, demand made available through routine employee turn-over.

A 2014 brief by CALifeScience calls the San Francisco Bay Area "the birthplace of biotechnology" and highlights how it is home to the largest and most productive concentration of biotech companies and employees in the world. The Life Science industry remains one of this region's dominant industries, with over 2,300 companies in the greater San Francisco Bay Area. Moreover, CALifeScience noted that "California's life sciences... [have] 7,500 companies [that] hire over 304,000 employees with an economy impact of over \$258 billion." The state has seen an employment increase of 36 percent since 2001, and the industry maintains its job growth potential.

We view the establishment of community college bachelor's degrees in this field to be critical for California to develop additional workforce capability to maintain its dominate position in this industry. The biotechnology programs in the Bay Area community colleges and throughout California have always shared curriculum and leveraged resources through the California Community College Chancellor's Office System, now called the Sector Navigator. However, community college biotechnology courses in the Bay Area do not currently articulate to 4 year colleges and universities. The

Bay Area has robust programs at City College of San Francisco, Laney College, Ohlone College, Berkeley City College, Contra Costa College, and emerging programs at Skyline College, Foothill College, and The College of Marin. The establishment of a Bachelor of Science degree in Biomanufacturing will enable students from all of these colleges to matriculate to Solano Community College without the risk of losing earned units for completed courses. This seamless transition presents a golden opportunity to save students time and money and allowing them to enter the workforce more quickly. Once in the industry, a worker with a bachelor's degree enjoys a greater potential for upward mobility.

Current and anticipated growth in the biotechnology sector would measurably benefit from the proposed degree in Biotechnology. According to an October 2014 study by the California Community Colleges Centers of Excellence for Labor Market Research (CCCCE), "the life sciences/biotechnology sector has demonstrated that it is a strong and steady job generator, growing jobs over the past decade at a pace well above the national average. It also has fared much better than the overall economy through the recent U.S. recession and into the first few years of the recovery. A primary reason for the resiliency of biotechnology is the diverse set of markets it serves. These markets span: biomedical drugs; diagnostics and devices; agricultural products from animal health to seeds and crop protection; and bio-based industrial products such as enzymes for industry chemical processes and bio-remediation, bio-fuels, and bio-plastics." In California the biotechnology industries are located in three basic geographic regions: Los Angeles/Orange County, San Diego, and the San Francisco Bay Area. Per this same study, within the industry, there are six key employment opportunities identified as requiring a Bachelor's degree or lower, including manufacturing production technicians. Based upon 2013 data, there are approximately 17,000 people currently employed in these capacities, and a 15 percent five-year growth with 950 annual openings is projected. Based upon the current and projected strength of the industry in the Bay Area, including the projected need for Bachelor's degrees to meet the demands of this growth. Solano Community college is well positioned to meet the needs of the industry and the communities they serve in the field of biotechnology.

#### Anticipated Effects:

An internal analysis of our resources and capabilities suggests that we have the capacity to ultimately accommodate 30 students, but the College will initiate the pilot program with 20 students. Data from the California Community College's Chancellors office indicates that current "college prepared" Solano Community College students have a 6-year completion rate of 67% and a persistence rate of 63%. Assuming this rate (although we anticipate that the rate of completion and persistence of Biomanufacturing baccalaureate students will be higher), the first year of implementation will add 20 students and the second year will add an additional 20 students with the goal to work to a steady state level of 30 students. This means that a minimum of 14 students will graduate in year 4 and year 5, and there will be a minimum of 20 graduates thereafter.

While universities teach the knowledge required to enter the research component of the biotechnology industry, the proposed program emphasizes the skills and knowledge required for graduates to enter the manufacturing sector of this industry. This curriculum has been exported as a model biomanufacturing curriculum for many U.S. community colleges. The established courses have always had enrollment from students that have 4-year or graduate degrees; typically the class has 25% enrollment with students in this category. SCC has a proven track record of reaching out to students in various regional communities to provide them access to this life science manufacturing program and is committed to continuing and increasing these efforts for potential students for the proposed Bachelor of Science degree program. The existing and planned facilities and instructional equipment meet or exceed those available in laboratories at universities in the United States. Thus, SCC is confident that the resources we have identified for this pilot degree program will be more than sufficient to achieve student success in the proposed baccalaureate degree program.









2355 Crenshaw Blvd. 310 212-3344  
 Suite 200 310 212-0360 BUAD fax  
 Torrance, CA 90501 www.keenan.com  
 P.O. Box 4328 License No. 0451271  
 Torrance, CA 90510

October 26, 2015

Mr. Yulian Ligioso  
 Vice President, Finance & Administration  
 Solano Community College District  
 4000 Suisun Valley Road  
 Fairfield, CA 94534

**Re: HCR Strategic Impact Study for Solano Community College District**

Dear Mr. Ligioso:

Keenan & Associates is pleased to provide you with the attached Milliman Health Care Reform Strategic Impact Study for Solano Community College District. Keenan has contracted with Milliman, a premier national actuarial consulting firm, to provide our clients with key analytics related to the impact of Health Care Reform (“HCR”) on employer-sponsored health plans.

As you know, we provided your medical plan information and employee census to Milliman for the development of future medical plan cost projections, a plan termination analysis, two alternative scenarios, and an analysis of Solano Community College District’s potential liability for the “Cadillac” excise tax. We consulted with Milliman in the development of assumptions specific to the unique characteristics of your plans and employees for modeling your plans’ future cost.

**Highlights of the Study**

Analysis	Result	See Report Page
Plan Minimum Value	Meets Requirement	6, 15
Exchange Equivalent	Actuarial Value – Gold- and Platinum-Level	6, 15-16
Plan Termination	Not Cost-Justified	7-8
Affordable Plan Penalty	Estimated 2016 Penalty – \$0	14-15
“Cadillac” Excise Tax	Potential 2018 Liability – \$0	3, 18-19
HCR Cost Impact	4.2% or \$248,800 in 2015	3

**Minimum Value & Exchange Equivalent**

The first item of note from the report is that the District’s plans are well above the federal minimum value standards as defined by the Patient Protection and Affordable Care Act (“PPACA”). While the minimum standard is defined to have an actuarial value of at least 60% – which would be the equivalent of a bronze-level plan related to an Exchange – your current plans’ actuarial values range between 87% and 92% (comparable to gold- and platinum-level Exchange plans).

## **Plan Termination Analysis**

The plan termination analysis shows that terminating the District's current medical plans in 2016 and allowing employees to purchase insurance through the California Health Benefit Exchange (*Covered California*) would not be cost-justified and is expected to yield additional costs of \$3,589,900 in 2016. If the District were to terminate the plan in 2015, the additional cost would have been \$2,952,100.

This result assumes that employee salaries would be "grossed up" to provide them with the funds to purchase silver-level coverage on the Exchange. The additional cost to make employees "whole," combined with the penalties and taxes that Solano Community College District would incur by terminating its plans, would exceed the cost of providing the medical plans and complying with PPACA in 2015.

## **Affordable Plan Penalty**

Under HCR, if the employee premium contribution to the health plan exceeds 9.5% (indexed in years after 2014) of their annual household income, the plan is considered not affordable. In that situation, if employees eligible for Subsidies purchase coverage through an Exchange, an employer will incur a penalty.

The penalty is \$3,000 (indexed by the "premium adjustment percentage" in years after 2014) per employee joining the Exchange with a Subsidy, not to exceed \$2,000 times all full-time employees (minus the first 30 FTEs, 80 FTEs in 2015).

We do not estimate any full-time employees will be eligible for a subsidy in 2016 or 2020. This estimate assumes a 1% salary trend from 2015 to 2020.

As healthcare costs continue to rise, you do have options to increase employee contributions as long as the District continues to meet the affordability requirement.

## **"Cadillac" Excise Tax**

Many of our clients are also concerned about the "Cadillac" excise tax effective in 2018. Analyzing your current plans, none of your plans would potentially present an issue in 2018 (assuming neither the Cadillac tax nor your plan design is modified). The impact is expected to generate no additional cost for the District in 2018.

After 2018, the Excise Tax thresholds are scheduled to be increased by the Consumer Price Index (CPI), plus 1% in 2019, and by only the CPI thereafter. Because forecasted CPI trends are below estimated future healthcare trends, costs related to Excise Tax remain at \$0 in 2020.

Although there is still time to make any necessary changes prior to the 2018 effective date of the tax, we advise you to continue monitoring your plan costs.

## Health Care Reform Cost Impact

In addition to the systemic, underlying medical trend and cost drivers that continue to increase healthcare costs at a level far above the Consumer Price Index, the impact of HCR by itself is substantial. As shown on page 3 of the report, the projected health plan costs related directly to HCR are expected to be 4.2% or \$248,800 in 2015 and 4.6% or \$348,700 in 2020.

### Alternative Scenarios

The District requested two alternative scenarios:

1. Increase the share of total plan costs paid by employees by 5%.
2. Increase the assumed annual premium trend rate from 5% to 8%.

These scenarios are presented in the Milliman report on page 9.

We are proud to have Milliman provide their Health Care Reform Strategic Impact Study to Solano Community College District. We realize that there is a great deal of information being presented in this report; this cover letter merely hits the highlights. We would be happy to review the report in more detail or answer any questions you have. Keenan is prepared to work closely with you to monitor and adapt Solano Community College District's healthcare plans over time as the healthcare environment continues to evolve.

Sincerely,



Bob Schoenherr  
Senior Vice President



Christine Hough, FSA, MAAA  
Vice President & Actuary