

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR - DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Monte Welch Pacific Pay Phone Services 154 Deerglen Circle Vacaville, CA 95687	Various plane parts. \$600.00	Aeronautics

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

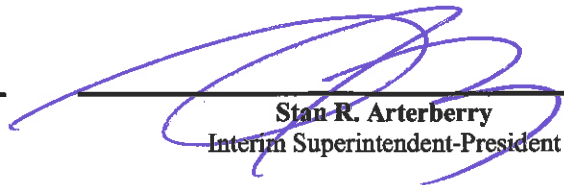
TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

August 7, 2015

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 10, 2015

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

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

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Joyce Averett	Temporary FT Nursing Instructor (1 year)	08/13/15
Elizabeth Freed	Temporary FT Nursing Instructor (1 year)	08/13/15
Myra Kargbo	FT Nursing Instructor	08/13/15
Charlie Monahan	Interim Director, Workforce, Training, Grants Management (Range 43/Step 6)	08/17/15
Brian Preciado	Fire Academy Director (Range 43/Step 3)	08/17/15
Kimberly Ramos	SSSP Counselor	09/01/15
Jeffrey Young	SSSP Counselor	09/01/15

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Salvatore Abbate	Administrative Assistant IV-Math (Range 14/Step 3) to Student Services Generalist-Enrollment Management (Range 13/Step 4)	09/01/15
Judith Burtenshaw	Administrative Assistant IV-Student Services (Range 14/Step 7) to Administrative Assistant IV-Foundation (Range 14/Step 7)	09/01/15
Jill Crompton	Executive Coordinator Superintendent-President to Executive Coordinator Vice President Student Success	09/01/15
Cynthia Garcia	Grants & Resource Development Manager-Foundation to Grants & Resource Development Manager-Workforce Development	09/01/15
Karen Mitchell	Executive Assistant-Foundation (CSEA Range 15/Step 7) to Executive Assistant-Human Resources (ALG Range 32/Step 7)	09/01/15

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

August 07, 2015

Date Submitted

STAN R. ARTERBERRY
Interim Superintendent-President

August 19, 2015

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 August 19, 2015
 Page 2

Change in Assignment – continued:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Erika Smith	Cosmetology Lab Technician (Range 12/Step 5) to Student Services Generalist-Counseling (Range 12/Step 4)	08/12/15
Alexandra Therrien	Executive Assistant Human Resources (Range 32/Step 3) to Executive Coordinator Superintendent-President (Range 35/Step 3)	09/01/15

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Joyce Averett	Special Projects	Enrollment Growth Grant	07/01/15 - 06/30/16	\$66.67 hr.
Glenn Burgess	Special Projects	Enrollment Growth Grant	07/01/15 - 06/30/16	\$66.67 hr.
Monica Bustos	Assistant Volleyball Coach	Volleyball General Fund	08/11/15 - 12/10/15	\$16.66 hr.
Sissi do Amor	Assistant Women's Soccer Coach	Soccer General Fund	08/11/15 - 12/10/15	\$16.66 hr.
Debbie Dorrrough	Clinical Simulation Center Instructor	Enrollment Growth Grant	07/01/15 - 06/30/16	\$50.53 hr.
Vitalis Enemmuo	Sim Center/Clinical/Special Project	Enrollment Growth Grant	07/01/15 - 06/30/16	\$58.59 hr.
Elizabeth Freed	Clinical Simulation Center Instructor	Enrollment Growth Grant	07/01/15 - 06/30/16	\$54.56 hr.
Bess Hannigan	Clinical Instructor/Sim Center	Enrollment Growth Grant	08/01/15 - 06/30/16	\$50.53 hr.
Paul Hidy	ATEC Program Development	Perkins/VTEA	07/01/15 - 06/30/16	\$66.67 hr.
Myra Kargbo	Clinical Simulation Center Instructor	Enrollment Growth Grant	07/01/15 - 06/30/16	\$66.67 hr.
Julia Kiss	Special Projects	Assessment and Retention Grant	07/01/15 - 06/30/16	\$66.67 hr.
Julia Kiss	Special Projects	Enrollment Growth Grant	07/01/15 - 06/30/16	\$66.67 hr.
Marivic Macalino	Sim Center/Clinical/Special Project	Enrollment Growth Grant	07/01/15 - 06/30/16	\$66.67 hr.
Mason Perez	Instruction Assistant	Equity Fund	08/20/15 - 06/30/16	\$14.58 hr.
Annabelle Sanchez	Clinical Instructor	General Fund	07/01/15 - 06/30/16	\$54.56 hr.
Blanca Sanchez	Instructional Assistant	Equity Fund	08/20/15 - 06/30/16	\$15.88 hr.
Julie Kucinski	Student Services	General Fund	07/16/15 - 12/30/15	\$18.10 hr.
Swingle	Generalist			
Ella Tolliver	Umoja Project	Equity Fund	08/20/15 - 06/30/16	\$69.25 hr.

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Sherry Currie-Proctor	Workshop Presenter	08/20/15 - 08/27/15	\$720.00
Kerry Pilley	Workshop Presenter	07/21/15 – 07/22/15	\$480.00
Kerry Pilley	Workshop Presenter	08/03/15 – 08/27/15	\$1,200.00

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

August 19, 2015

Page 3

Professional Experts- continued:

Noel Vargas	Workshop Presenter	07/22/15 – 07/22/15	\$240.00
Noel Vargas	Workshop Presenter	08/03/15 – 08/27/15	\$960.00
Tyffany Wanberg	Workshop Presenter	07/20/15 – 07/21/15	\$480.00
Tyffany Wanberg	Workshop Presenter	08/18/15 – 08/27/15	\$1,200.00

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% Released Time</u>	<u>Dates</u>
Glenn Burgess	Interim Director of Nursing	80%	07/01/15

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Lindsey Higgins	Athletics	Assistant Swim Coach

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tracy Fields	Nursing Instructor	08/01/15

**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
Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Carter's Biz Cafes	Provide Youth Entrepreneurship Boot Camp training services to the SCDC	July 1, 2015 – June 30, 2016	Not to exceed \$19,000.00
Linda Napholz	Curriculum/program development and reporting for HEOC 97 Course	January 1, 2015 – December 31, 2015	Not to exceed \$5,000.00
Regenesi Learning Solutions	Provide beginning, intermediate, and advance Microsoft Excel workshop training services to the Contract Education Department	July 15, 2015 – December 31, 2015	Not to exceed \$1875.00
Gregory Scott Rose	Curriculum/program development and instruction for pilot HEOC 97 Course	January 1, 2015 – December 31, 2015	Not to exceed \$2,500.00
Sage Business & Education LLC	Perform Business Plan Pitch Competition Coordinator and Small Business Symposium Coordinator activities	August 20, 2015 – June 30, 2016	Not to exceed \$17,000.00
Daniel Schrupp	Curriculum/program development and instruction for pilot HEOC 97 Course	January 1, 2015 – December 31, 2015	Not to exceed \$2,000.00

Yulian I. Ligioso

Vice President, Finance & Administration

August 7, 2015
Date Submitted



STAN R. ARTERBERRY
Interim Superintendent-President

August 7, 2015
Date Approved

Student Services
Shirley Lewis, Chief Student Services Officer

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Brandon Abuan	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$976.00
Gabriella Arca	Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$1024.00
Haille Barnes-Butler	Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$280.00
Samuel Bundenthal	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$904.00
Sarah Cabales	Summer Volleyball Clinic Coach and Assistant Coach for Fall 2015	July 1, 2015 – August 15, 2015	Not to exceed \$1,000.00
Andrea David	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$1,252.00
Maurice Geddis	Personal and academic success coach for UMOJA students	August 17, 2015 – June 30, 2016	Not to exceed \$10,000.00
Jared Hickory	Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$1000.00
Daphne Kuta	Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$916.00
Mikaelah Larry	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$592.00
Taylor Martin	Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$772.00
Irene Morfidis	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$328.00
Hunter Nelson	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$616.00
Elizabeth Pinto	Clerical Work for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$183.00
Danielle Portarcos	Clerical Work for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$736.00

Student Services (Cont.'d)
Shirley Lewis, Chief Student Services Officer

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Kassandra Villasenor	Lifeguard/Swim Instructor for Falcon Learn to Swim Camp 2015	June 15, 2015 – July 23, 2015	Not to exceed \$736.00
Mychal Wynn	Small Group Coach, provide training to SCC personnel and mentoring to students.	September 1, 2015 – May 31, 2016	Not to exceed \$7,500.00

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

07/06/2015	Vendor Payment	2511063427	\$16,700.00
07/06/2015	Vendor Payment	2511063428-2511063429	\$9,950.80
07/06/2015	Vendor Payment	2511063430-2511063436	\$149,695.79
07/06/2015	Vendor Payment	2511063437-2511063439	\$80,211.34
07/06/2015	Vendor Payment	2511063440-2511063522	\$956,025.78
07/09/2015	Vendor Payment	2511063523-2511063573	\$9,318.00
07/13/2015	Vendor Payment	2511063574	\$4,236.00
07/13/2015	Vendor Payment	2511063575	\$4,020.00
07/13/2015	Vendor Payment	2511063576-2511063593	\$340,171.85
07/13/2015	Vendor Payment	2511063594-2511063595	\$15,118.75
07/13/2015	Vendor Payment	2511063596-2511063704	\$888,176.23
07/20/2015	Vendor Payment	2511063705	\$320.00
07/20/2015	Vendor Payment	2511063706-2511063707	\$402,191.12
07/20/2015	Vendor Payment	2511063708-2511063717	\$47,914.68
07/20/2015	Vendor Payment	2511063718-2511063721	\$1,385,279.84

CONTINUED ON NEXT PAGE:

Government Code: ECS 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$6,131,784.91

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

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

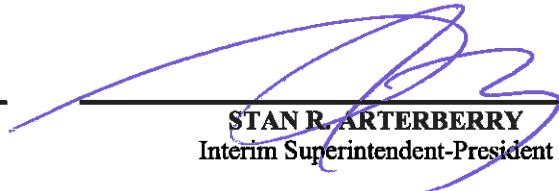
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 7, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


STAN R. ARTERBERRY
Interim Superintendent-President

August 7, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

07/20/2015	Vendor Payment	2511063722-2511063795	\$353,444.08
07/23/2015	Vendor Payment	2511063796-2511063845	\$12,344.25
07/27/2015	Vendor Payment	2511063846-2511063852	\$88,404.79
07/27/2015	Vendor Payment	2511063853	\$1,516.77
07/27/2015	Vendor Payment	2511063854-2511063886	\$195,365.87
07/28/2015	Vendor Payment	2511063887-2511063948	\$157,891.93
08/03/2015	Vendor Payment	2511063949	\$279,911.00
08/03/2015	Vendor Payment	2511063950-2511063952	\$4,290.57
08/03/2015	Vendor Payment	2511063953-2511063954	\$21,430.35
08/03/2015	Vendor Payment	2511063955-2511064012	<u>\$707,855.12</u>
TOTAL			\$6,131,784.91

Copies of the Warrant Listings are available at the following locations: Office of the Superintendent-President and Office of the Vice President of Finance and Administration.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: KELLER ENGINEERING & ASPHALT SERVICES INC.
CONTRACT RATIFICATION FOR SEAL AND
RESTRIPING OF PARKING LOT #3

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Parking lot #3, located on the south end of the campus, is in need of new seal coating and restriping. There is evidence of cracking and sunken areas, due to heavy usage, and will eventually pothole if not addressed. Parking lot #3 is used primarily by students and staff.

The purpose of this project is to provide necessary sealing and restriping to parking lot #3. This work was necessary to complete prior to the start of the fall semester when there would be limited traffic in the area and limited liability to students.

The Board is requested to ratify the contract of Keller Engineering & Asphalt Services Inc., in the amount of \$68,547.

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: 3225 Estimated Fiscal Impact: \$68,547.00

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dwight Calloway
Facilities Director

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7176

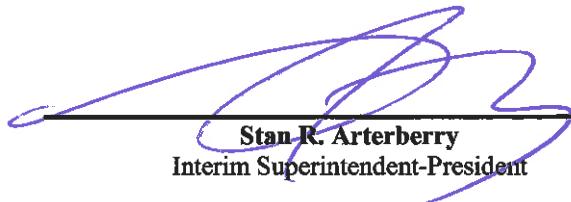
TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

August 7, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



Stan R. Arterberry
Interim Superintendent-President

August 10, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NOTICE OF COMPLETION FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) SWING
SPACE PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Building 1200 Performing Arts Renovation (Phase 1) Swing Space Project Notice of Completion. On June 3, 2015, JLC Contracting, Inc., was selected to provide modifications in the building located at 360 Campus Lane.

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: Necessary documentation for completed construction and renovations of instructional spaces.

Ed. Code:	Board Policy:	Estimated Fiscal Impact:	\$0
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

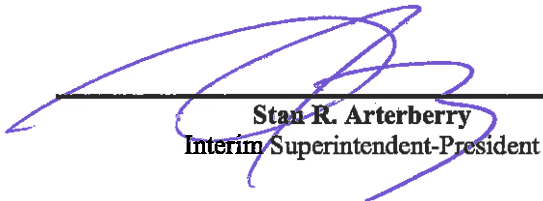
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) SWING
SPACE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: August 19, 2015
7. The Project Name is: Building 1200 Performing Arts Renovation (Phase 1) Swing Space Project
8. DSA Number (if applicable) N/A
9. The contractor for such work of modernization is JLC Contracting, Inc.
10. The name of the contractor's Surety Co. is American Contractors Indemnity Company
11. The date of contract between the contractor and the above owner is June 3, 2015
12. The street address of said properties are 360 Campus Lane, Fairfield, CA 94534
13. APN # 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Fairfield Campus) – provide modifications in the building located at 360 Campus Lane

Date

Signature of Owner
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NOTICE OF COMPLETION FOR THE UTILITY
INFRASTRUCTURE UPGRADE (ENERGY) - SOUTH
PARKING LOT ELECTRICAL INTERCONNECTION
PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Utility Infrastructure Upgrade (Energy) - South Parking Lot Electrical Interconnection Project Notice of Completion. On January 21, 2015 Mike Brown Electric Company was selected to provide electrical and infrastructure connections to facilitate the connection between the South Parking Lot Solar Array cabling and PG&E's infrastructure.

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: Necessary documentation for completed construction and renovations of instructional spaces.

Ed. Code: Board Policy: Estimated Fiscal Impact: TBD Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

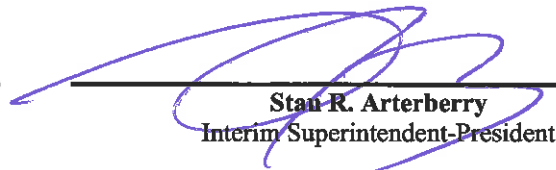
Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Executive Bonds Manager
VICE PRESIDENT APPROVAL

August 9, 2015
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR THE UTILITY
INFRASTRUCTURE UPGRADE (ENERGY) - SOUTH
PARKING LOT ELECTRICAL INTERCONNECTION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: August 19, 2015
7. The Project Name is: South Parking Lot Electrical Interconnection
8. DSA Number (if applicable) N/A
9. The contractor for such work of modernization is Mike Brown Electric, Inc.
10. The name of the contractor's Surety Co. is Liberty Mutual Insurance Company
11. The date of contract between the contractor and the above owner is July 10, 2014
12. The street address of said properties are 4000 Suisun Valley Road, Fairfield, CA 94534
13. APN # 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Fairfield Campus) – provide electrical and infrastructure connections to accommodate the connection of the South Parking Lot Solar Arrays into PG&E's infrastructure.

Date

Signature of Owner
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

Revised on 20140501

(Personal signature of the individual swearing that the contents of the notice are true)

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR THE BIOTECH SWING SPACE TO PROVIDE POWER TO NEW EQUIPMENT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Biotech Swing Space Project Notice of Completion. On June 3, 2015, Sac Valley Electric Inc. was selected to provide and install electrical outlets to support specific biotech equipment needs. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

<i>Ed. Code.</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</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 Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

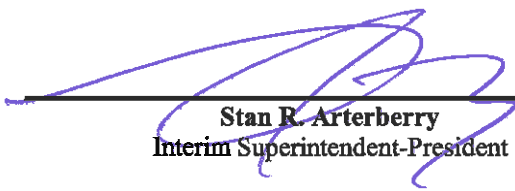
Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: August 19, 2015
7. The Project Name is: Biotech Swing Space Project
8. DSA Number (if applicable) N/A
9. The contractor for such work of modernization is Sac Valley Electric, Inc.
10. The name of the contractor's Surety Co. is Travelers Casualty and Surety Company of America
11. The date of contract between the contractor and the above owner is June 3, 2015
12. The street address of said properties are 2001 North Village Parkway, Vacaville, CA
13. APN # 0133-180-160
14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Vacaville Center) – provide and install electrical outlets for new equipment temporarily located in room 114

Date

Signature of Owner
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

Revised on 20140501

(Personal signature of the individual swearing that the contents of the notice are true)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NOTICE OF COMPLETION FOR THE FIRE ALARM
INSTALLATION FOR THE PORTABLE CLASSROOMS
PHASE II - SMALL CAPITAL PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Portable Classrooms Phase II – Small Capital Project Notice of Completion. On June 3, 2015, Sac Valley Electric Inc. was selected to provide and install fire alarms for the new modular classroom buildings. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete;
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations to instructional spaces.

Ed. Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact:* \$0
SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

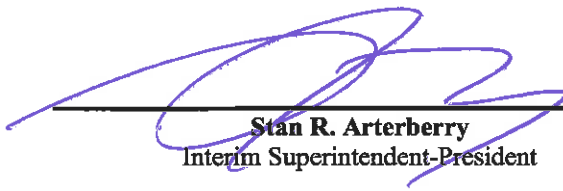
Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Executive Bonds Manager
VICE PRESIDENT APPROVAL

August 9, 2015
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: August 19, 2015
 7. The Project Name is: Portable Classrooms Phase II – Small Capitol Projects
 8. DSA Number (if applicable) 02 48-C1 Application #114424
 9. The contractor for such work of modernization is Sac Valley Electric, Inc.
 10. The name of the contractor's Surety Co. is Travelers Casualty and Surety Company of America
 11. The date of contract between the contractor and the above owner is June 3, 2015
 12. The street address of said properties are 4000 Suisun Valley Rd., Fairfield, CA 94534
 13. APN # 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Fairfield Campus) – provide and install fire alarm components into the new modular classrooms phase II

Date

Signature of Owner
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.

(City or Town where signed)

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

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR THE BIOTECH SWING SPACE TO PROVIDE AN EMERGENCY SHOWER/EYEWASH AND A NEW SINK

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Biotech Swing Space Project Notice of Completion. On June 3, 2015, Tyrrell Plumbing Inc. was selected to provide and install an emergency shower/eyewash and a sink. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary for future facilities planning.

Ed. Code: *Board Policy:* *Estimated Fiscal Impact:* **\$0**

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

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

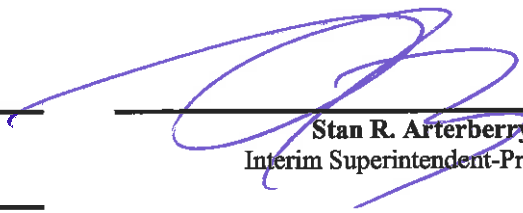
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

RECORDING REQUESTED BY:

When recorded mail to:

Leigh Sata, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: August 19, 2015
 7. The Project Name is: Biotech Swing Space Project
 8. DSA Number (if applicable) N/A
 9. The contractor for such work of modernization is Tyrrell Plumbing, Inc.
 10. The name of the contractor's Surety Co. is Old Republic Surety Company
 11. The date of contract between the contractor and the above owner is June 3, 2015
 12. The street address of said properties are 2001 North Village Parkway, Vacaville, CA
 13. APN # 0133-180-160
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Vacaville Center) – provide and install emergency shower/eyewash and sink
-

Date

Signature of Owner
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PERSONAL SERVICE CONTRACT FOR CONTINUING
EDUCATION
REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This item is seeking approval from the Governing Board for the following instructor to teach Community Education classes from July 2015 through June 2016.

Attached is the name of the instructor and the subjects he will be teaching. If the instructor satisfies the number of students needed to hold the class, the agreement is the following: Continuing Education Department to charge the instructor 10% of the gross revenue received from the class; the remainder revenue will be (50/50) split between the instructor and the Continuing Education Department. The fiscal impact is unknown until the classes have taken place. Classes will be cancelled if the minimum number of students is not achieved.

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: 78021 Board Policy: 3520 Estimated Fiscal Impact: Unknown at this time

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Kelly Penwell, Associate Dean
Workforce Development and Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7808

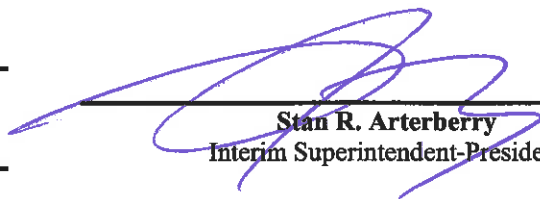
TELEPHONE NUMBER

Dr. Leslie Minor, VP Academic Affairs

VICE PRESIDENT APPROVAL

August 7, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 10, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF AGREEMENT WITH VENTURETECH LLC
FOR BUSINESS PLAN PITCH COMPETITION WEBSITE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

As part of the Small Business Sector Navigator grant work plan, a second annual statewide business plan pitch competition is being conducted for high school and college students. Board approval is requested to renew an agreement with VentureTech LLC to provide a service called PitchBurner which will include a branded website for the competition, portal for uploading pitch materials, and capability for judges to review and score each pitch. Funding for the Business Plan Pitch Competition is provided by the Small Business Sector Navigator grant with the Chancellor's Office.

The Board is asked to approve the VentureTech LLC renewal agreement in the amount of \$6,500.

A copy of the renewal agreement is attached.

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: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$6500 SB 1402 Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason
Small Business Sector Navigator

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

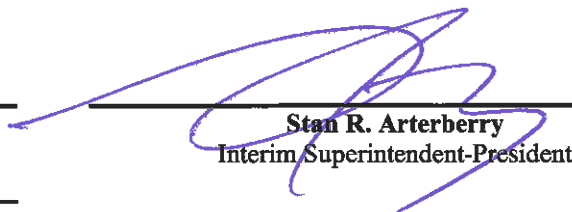
TELEPHONE NUMBER

Dr. Leslie Minor
Academic Affairs

VICE PRESIDENT APPROVAL

August 6, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 6, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



California Community Colleges Economic and Workforce Development Program

"Your solution to managing engaging events, programs, and competitions"



"The PitchBurner product isn't 'one size fits all.' You can customize it to fit your needs." — Jason Denenberg, Launch Tennessee



"Having one overall hub to maintain and connect all applicants, reviewers, and judges is critical for a competition of this length and size. PitchBurner became that hub and worked extremely well throughout our first year, so much so that we will continue to use PitchBurner for years to come. I accomplished what took 3 different websites to accomplish in previous years." — Cindy Vandervort, Social Venture Partners - Arizona



"PitchBurner made reporting statistics on the event so much easier. The administrative interface was easy to maneuver; the information we needed easily accessible and understandable" — Jacob Auchincloss, MIT



"Being able to randomly assign reviewers to applicants saved us so much time and headaches. I also loved that, after random assignments were made, I had the ability to easily move the assignments around" — Danielle Bennings, University of Maryland



"From an administrative standpoint, the platform was very intuitive. I was able to dive in and figure out where everything was, and what it did, with minimal supervision." — Carey Thiels, Constant Contact

What is PitchBurner?

PitchBurner is a cloud-based platform that leverages years of research to power engaging events, programs, and competitions.

Beginning as a vision of creating an engaged entrepreneurial environment for all participants through competitive programs, our team embarked on a year-long journey, interviewing and researching the administrators and participants on the front lines of these events. What did we learn? That groups all over the world were starving for an online solution to help streamline operations while creating a more engaging process for participants and reviewers. The solution? PitchBurner.

For event organizers:

PitchBurner optimizes the flow of competitive challenges and events. Event organizers can leave the tedious logistics of these events to the platform and more effectively allocate their time and resources to more pressing needs. Online communication tools, submissions, and reviewing saves organizations money by eliminating the printing and distribution of hard-copy material. Not only this, but the PitchBurner client success team is with you every step of the way.

For judges and reviewers:

The PitchBurner platform makes judging and review easy, streamlining the process and allowing for effective evaluation and feedback. Not only can administrators save time by using the platform to track judges and the review process, but the platform allows for judges to score from their living room couch to in front of a live audience. Most importantly, the PitchBurner platform valuable delivers feedback to the applicants, giving all participants a foundation for growth.

For Participants:

PitchBurner allows participants to unlock the value of competitive events. Eliminate the problem of applicants repeating their mistakes by providing valuable feedback through various communication tools. Conduct mentorship through the platform through co-working and subjective evaluations. Deliver value to all stakeholders by making the process simple and meaningful.



Our participants always comment about how crucial the judge feedback is to them. Using PitchBurner, we were able to provide feedback to participants immediately after they had presented, which is a huge value: not only to them, but helps us showcase our world-class event that uses the latest technology. In addition, the customer care that accompanies the tool is amazing.

Samuel Nelson
University of Nebraska - Lincoln



Where Can PitchBurner Assist?

Get a Taste for Success Business Plan Competition

Research and Needs Definition

In this phase, PitchBurner will work closely with you to understand, analyze and refine the event processes and capture the refined, full set of detailed user experiences of the new system. These requirements will be based on existing PitchBurner software components, combined with the processes needed for you.

We begin by conducting reviews to observe your existing event processes and obtain feedback about the processes from key stakeholders (potential users, staff, admin, etc.). PitchBurner would then analyze the existing processes and use its knowledge and experience to refine the model and processes for enhanced efficiency in identified critical areas.

Once the new product business processes have been well-defined from both a short-term and a long-term view, PitchBurner would iteratively develop a full set of user requirements for the new system which would reflect the overall goals. Furthermore, these requirements would provide the blueprint for the integration and development of the new system and give you a tangible vision.

Manage Multiple Programs

Want to run multiple events at the same time? Good. We want you to, too. Easily log in and see all the events you're running from a single page.

"What if I apply or judge in multiple events?" Same rule applies. From a single log in, you can see all the events you are reviewing, competing, or judging in.

Your Engagement Dashboard

Quit using multiple programs to manage different parts of your competition. Stop it.

We're here to help. When you log into your PitchBurner account, you will be presented with a simple dashboard that allows you to easily control all aspects of your competition. Instantly see how many participants you have, what stage they are in and any recent communication that has occurred.

Event-Specific Website

How do you easily collect applications and/or allow applicants to log in to edit their information? You need a website. We've got you covered. Our microsites enable you to market your event, collect applications and showcase sponsors.

Need something a bit more flashy or customized? We still have you covered. We can integrate into your current website to keep your branding consistent. Still not happy? Contact us about PitchBurner CMS for a fully customized website. Remember, we work for you. Let's keep it that way.

Communication

Getting tired of manually sending emails every time something happens?

Take the stress of remembering to send emails off your shoulders by automating them. Key actions such as applications received, accepted and denied will automatically trigger an email to be sent.

And don't worry - you can still send customized messages to individuals or groups if you'd like. Even turn off the automated messaging if you want. This is your event, manage it how you want.

Want to customize a message? Go for it. You can even specify the subject and email address that it comes from.

Manage Multiple Categories and Rounds

Every event is different. You should be able to manage the event flow, rounds and groups however you like.

Set up as many rounds, divisions, groupings and categories as you need. Tell the system how many judges you have, how many plans you want each to review, randomize it, or set custom parameters. Sit back and let the tool work for you.

Collect Submissions

Your event is unique. You should control what data you collect on your application form. Don't waste your time setting up that application form, though - let us build it for you.

Using our built in form builder, we can capture whatever you need for your event. Need to collect files and videos? No problem. Want text boxes with character limits? Done. Is your application long and need the option to save and come back later? I think you know our answer.

Manage Submissions

From a single page, you can view all of the submissions you have received and can see/control what stage of the competition they are in. Need to filter this? No worries. You can filter by name, email, group, status, etc.

Use our bulk action items to email, move to groups and much more. Open the submission to view all the fine print. View the information collected on the application form, who is working on this submission, as well as any communication and scores received.

Scoring and Review

Scoring and feedback is the core of PitchBurner. Make it easy for your judges to review and score their submissions. Trust us, a judge does not want to send you their scores via email or type them into an excel file. We Promise.

From a single page, judges can see all the submissions you want them to score. Using an online scorecard, judges can submit their scores in real-time. Provide a meaningful impact to your applicants by allowing judges to leave feedback and comments.

What Else?

Here is our stereotypical bullet list of all the great things we offer:

- The PitchBurner platform works for you and can be integrated into your website, or you can run the entire website in PitchBurner.
- Post-event website with integrated twitter and facebook capabilities.
- Lead generation page for pre-registration and lead generation.
- User can create accounts and edit submission and receive automated emails.
- Robust form-builder allows you to have control over what data is collected.
- Initial or ongoing uploading of all file types from PDF's to Videos.
- Downloadable report of all submission data collected.
- Downloadable reports of scorecards and scoring.
- Custom Reports*
- Ability to set up multiple rounds in an event, or manage and toggle between multiple events that are occurring.
- Automated emails and batch select email communication.
- Step by step guide on the event management process.
- Public listing, showcasing applicant summary, video and social media connection, coming Spring 2014.
- Ability to do public fan voting: coming in Spring 2014.
- Individual judging account and automated onboarding process.
- Ability to score electronically with smartphone, computer, or tablet.
- Optional simplified judging process from single login for all judges.
- Custom scorecard and split-screen submission review.
- Submission ranking tool.
- Team members and mentors can leave notes and collaborate within the platform.
- Judges and administrators can leave notes to each other, or directly to applicants.
- Custom email templates sent automatically when key communication is needed.
- Downloadable report of submission scores and/or rankings.
- Easily share judges' scorecards and feedback to participating students.
- Applicant account to view all data shared to them.
- Students can collaborate with mentors pre-event, during event and post-event.
- Ongoing consultation and assistance for successful event management.
- Platform developed specifically for you.
- Draft site for approval prior to program launch.
- PitchBurner certification process for event managers and judges.
- Support ticket and live representative customer care for all users.

Now what?

Let's talk investment. Please find below the proposed options for our wonderful services. If you like what you see, let us know and we can send over a formal agreement and discuss the next steps.

PitchBurner Premium

Use the standard templated PitchBurner microsite. The PitchBurner microsite allows you to control content, logos, and graphics in a templated format.

PitchBurner Premium	Investment
<ul style="list-style-type: none">● Best Practices● Expert event creation● Showcase page● Marketing microsite● Comprehensive training● Software Licensing and Updates● Secure Website Hosting and Bandwidth● 24hr Website Monitoring● Website Backups and Redundancy● Software Maintenance and Bug Fixes● Certified Training● Tech Support	1 year agreement WITH custom-styled landing and showcase page: \$6,500

By signing below, you agree to the terms and conditions located in Appendix A.

Name: Stan Arterberry, Interim Superintendent/President

Signature: _____

Date: _____





APPENDIX A SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is hereby entered into between VentureTech, LLC, a Nebraska Limited Liability Company with offices at 7120 South 29th Street, Lincoln NE ("Company") and Solano Community College ("Customer") (individually a "Party" or collectively, the "Parties") on the following terms and conditions:

1. Subscribing to the Service. Customer will subscribe to certain services for the purpose of hosting and maintaining the event submission website as described below, specifying the features of the Service and the terms and conditions applicable to that service (each a "Service", collectively, the "Services"). In the event of any conflict, the Services Agreement shall govern all issues relating to intellectual property rights, warranty, indemnity and liability issues.

(a) **Initial Service.** Customer is entering into an initial Services Form upon execution of this Agreement. Company will provide the Service described in the initial Services Form to Customer for the Subscription Period specified therein according to such Services Form and this Agreement.

(b) **Additional Service.** Additional Services Forms may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific outstanding Services Form, a new Services Form will be considered in addition to currently outstanding Services Forms.

2. Permitted Use. Subject to the terms and conditions of this Agreement, Customer is granted the following usage rights for the Service described in the Services Form(s):

(a) **Accessing User Accounts.** Company will provide the number of User IDs needed by Customer to access and use the Service features specified in the applicable Services Form during the Subscription Period. Customer personnel will use commercially reasonable efforts to protect the confidentiality of User IDs. Company may rely on any User ID, instruction or information that meets the Service's automated criteria or which is believed by Company to be genuine. Company may assume a person entering a User ID and password is, in fact, that user. Company may assume the latest email addresses and registration information on file with the Service are accurate and current. When programmed to do so, the Service may take prescribed actions in the absence of receiving proper and complete contrary instructions.

(b) **Data Preparation & Configuration.** Customer will ensure that: (i) its personnel are familiar with the use and operation of the Service, and (ii) to its knowledge, no other software, data or equipment having an adverse impact on the Service has been introduced.

(c) **Awardhub Subscription.** With respect to each Service feature referenced on a Services Form, and for which the applicable Subscription Fee is paid when due, Customer is granted access the Service through the User IDs, to load Customer Data and to operate the features of the Service during the Subscription Period according to the Documentation. Customer may use the Service



on any number of computers and may use the administrative console of the Service to add/drop individual users, within the specified maximum limit.

(d) **Reservation of Rights.** Company expressly reserves all rights in the Service not specifically granted to Customer in this Agreement or in the Services Agreement. Except as set forth in the Services Agreement, it is acknowledged that all right, title and interest in the Service will remain with Company (or third party suppliers, if applicable) and that the Service is on a subscription basis and not "sold" to Customer. Customer expressly reserves all rights in the Customer Data, except the limited right of Company to use the Customer Data in operating the Service features for Customer's benefit. Unless specifically agreed in writing, each Party's exclusive ownership rights extend to any update, adaptation, translation, customization or derivative work thereof.

3. Transfer of Agreement. Except as expressly stated herein, neither this Agreement, nor any rights or obligations hereunder, may be transferred, assigned, delegated, time-shared, or rented, in whole or in part, by either Party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed, and any attempt to the contrary shall be void and of no legal effect.

4. Term. This Agreement shall be effective once it has been signed and delivered by both Parties and shall then remain in force for a period of one year. At the end of that one-year period, this Agreement shall be automatically renewed for successive periods of one (1) year unless, at least 90 days prior to any renewal date either Party notifies the other that this Agreement shall not be automatically renewed. This Agreement may terminate earlier as provided in this Section 12 or as the Parties may otherwise agree in writing.

5. User & Technical Documentation. The Service contains online documentation describing the operation of the Service under normal circumstances (the "Documentation"). The Service is provided strictly in software application, except source code, object code and documentation (collectively, the "Source Materials") for the Service have been deposited with a third party escrow agent which is holding the Source Materials for the benefit of Customer and other customers and users of the Service. Source Materials shall be released by the escrow agent to Customer upon: (a) the filing of a petition in bankruptcy by or against the Company and the failure of the Trustee in bankruptcy or debtor in possession either to assume or perform this Agreement or to have the bankruptcy proceedings terminated within forty-five (45) days after the initial filing of such Petition, or (b) the material and unexcused failure of Company or its designated agent to carry out its warranty or support obligations imposed by this Agreement or the Services Agreement, or (c) the Company's discontinuance or sale to unrelated third parties of its entire interest in the business pertaining to the Service and the failure of Company to arrange reasonably satisfactory substitute performance of operational warranty or support obligations by a designated agent or such third party purchaser.

6. Acceptance. The Service features described in the Services Form shall be deemed accepted by Customer unless Customer notifies Company in writing of a material defect in the Service within one-hundred and twenty (120) business days after the discovery of the defect. If material defects are identified, Company shall have a reasonable opportunity to correct them, or provide a



functional workaround but in no event later than ten (10) business days Customer notifies Company of such defects. If defects are not corrected to the reasonable satisfaction of Customer within the time period set forth above, Customer shall have the right to immediately terminate this Agreement and receive a refund of all amounts paid for the Services hereunder.

Escalation Process:

Critical Phase: A critical phase is defined as any period where a defect or request directly impacts the forward progress of the event. In the case of such an incident, your project manager will work directly with you to solve these issues or have a workaround in place within 48 hours.

Normal Request: All other requests will be handled via the integrated support system and via the support team that can be contacted below. Any request will be responded to within 24 hours.

support@awardhub.com

402-261-5802

7. Support Service. Customer may receive the following Support Service:

(a) **Web & Phone Support.** Customer's designated representative shall have access to Company's technical support web site and may use call-in technical support as specified in the Services Form. On-site support is not included and any out-of-scope work shall be subject to Company's standard hourly rate.

(b) **Service Upgrades.** Customer shall automatically receive all software upgrades and updates for their event site released during the contract term. This includes minor and major product releases with both bug fixes and new features and enhancements for the sites, as designated by the Company in its discretion, and at no additional charge.

(c) **Certain Conditions.** Company shall not be obligated to provide Support Service if: (i) the error results from operator error, errors in Customer Data or software not supplied by Company or use that is not in accordance with the Documentation; or (ii) the Customer has failed to pay any required fee or is otherwise in default of this Agreement beyond any period of notice and right to cure.

(d) **Training.** In consideration of Customer's payment of the published Training Fee, Customer personnel may attend training sessions provided by Company in the use and operation of the Service. Training will be conducted at Company's training facility, through the internet or at Customer's location as specified in the Service Form. For on-site training, Customer will reimburse Company's reasonable travel costs.

8. Fees & Payment

(a) **Subscription Fees.** Unless otherwise expressly stated on a Services Form, Customer will pay Subscription Fees for the Service. Subscription Fees are invoiced starting on the Effective Date



of the Services Form and payable the first of the new month. All prices are stated and payable in U.S. Dollars. Any future Services Forms shall be at Company's then-published rates or as otherwise agreed in the Services Form.

(b) **Late Payment.** Company reserves the right to suspend Service until all past due amounts are paid in full after giving Customer ten (10) business days advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Any late payment shall bear interest at the rate of one (1) percent per month or fraction thereof until paid.

(c) **Certain Taxes.** Omitted by choice as taxation does not apply to this agreement.

(d) **Hosting, Data Storage, & Backup Fees.** The price of the Service includes online database storage and daily data backups specified in the Services Form. Company shall use its best efforts to notify Customer promptly when its usage approaches ninety (90) percent of the allotted storage space (25 GB). Any additional data storage shall be at Company's applicable rates hereunder or as otherwise specified in a Services Form.

(e) **Service Availability.** The Service shall be accessible and available to Customer as applicable, via secure Internet connection, 24 hours a day, 7 days a week with a minimum uptime of 99.0%. To minimize server downtime during peak usage periods, Company shall perform scheduled maintenance only between the hours 9:00 pm CST through 5:59 am Central Time.

Uptime = $(\text{Total Hours} - \text{Scheduled Downtime}) - \text{Unscheduled Downtime} / (\text{Total Hours} - \text{Scheduled Downtime}) \times 100$

9. Confidential & Proprietary Information.

For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser".

(a) **Acknowledgment.** Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies and derivative works) may contain confidential and proprietary information belonging to Company (or its designated third party supplier), and Company hereby acknowledges that Customer Data may contain confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third party who was free to disclose it.

(b) **Covenant.** Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential & Proprietary Information of the Discloser to



any person or entity, except to its own personnel, employees, contractors, shareholders and board members having a "need to know", and to such other recipients as the Discloser may approve in writing. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in no event shall less than due diligence and care be exercised. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Warranties.

(a) Noninfringement Warranty. Company represents and warrants that the Service, when properly used as contemplated herein, will not infringe or misappropriate any intellectual property rights. Upon being notified of such a claim, Company shall at its option: (i) defend through litigation or obtain through negotiation the right of Customer to continue using the Service; (ii) rework the Service so as to make it noninfringing while preserving the original functionality, or (iii) replace the Service with a functionally equivalent non-infringing Service. If none of the foregoing alternatives provide an adequate remedy, Customer may terminate all or any part of this Agreement and recover amounts paid for the infringing Service. Customer represents and warrants that it owns or has all requisite rights to use the Customer Data with the Service, and to authorize Company to process Customer Data as contemplated herein, and that use of the Customer Data as contemplated herein will not infringe or misappropriate any intellectual property rights.

(b) Limited Performance Warranty. Company represents and warrants during the Subscription Period that the Service will operate substantially in accordance with the applicable Documentation; provided, that (i) the Service is implemented and operated in accordance with all instructions supplied by Company; (ii) Customer notifies Company of any such defect within ten (10) business days after the appearance thereof; and (iii) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement beyond any applicable period of notice and right to cure.

(c) Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE COMPANY HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SUPPORT OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A



PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE. ANY UNAUTHORIZED CHANGES TO THE SOURCE MATERIALS WILL VOID THE WARRANTY PROVIDED UNDER THIS SECTION.

(d) Not Fault Tolerant. THE SERVICE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY OR PHYSICAL OR ENVIRONMENTAL DAMAGE. TO THE EXTENT CUSTOMER USES THE SERVICE IN SUCH ENVIRONMENT, IT EXPRESSLY ASSUMES ALL RISK THEREFORE.

11. Mutual Indemnity.

(a) By Company. Company shall defend, indemnify and hold Customer harmless from any claim (including legal fees and costs) that (i) Company breached any representation, warranty or covenant set forth in this Agreement; (ii) the Service violates or infringes any intellectual property rights; or (iii) the use of the Service by Customer in accordance with the Documentation harms any person or violates any law. Indemnification hereunder shall be provided in accordance with Section 11(c) below. Company is not obligated under this Section solely to the extent any claim arises from Customer's breach of this Agreement or use of the Service in combination with any software, data, process or technology not supplied by Company (where there would be no claim, but for such combination).

(b) By Customer. Customer shall defend, indemnify and hold Company harmless from any claim (including legal fees and costs) that (i) Customer breached any representation, warranty or covenant set forth in this Agreement; or (ii) Customer Data or Customer's use of the Service (except for use in accordance with the Documentation) harms any person, violates any law or infringes any intellectual property rights. Indemnification hereunder shall be provided in accordance with Section 11(c) below. Customer is not obligated under this Section to the extent any claim arises from Company's breach of this Agreement or use of Customer Data in combination with any software, data, process or technology not supplied by Customer (where there would be no claim, but for such combination).

(c) Indemnification Procedure. When a Party hereunder ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") in accordance with this Article 11, the Indemnifying Party will assume on behalf of such Indemnified Party, and conduct with due diligence and in good faith, the defense of any claim against such Party, whether or not the Indemnifying Party will be joined therein, and the Indemnified Party will cooperate with the Indemnifying Party in such defense. The Indemnifying Party will be in charge of the defense and settlement of such claim; provided, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the



defense of any such claim, but the fees and expenses of such counsel will be at the expense of such Indemnified Party, except in the event that (a) the Indemnified Party will have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such claim (in which case the Indemnifying Party will not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (b) the Indemnifying Party will not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, in which case the fees and expenses of counsel will be paid by the Indemnifying Party. No Indemnifying Party will settle any such claims or actions in a manner which would require any action or forbearance from action by any Indemnified Party without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld.

12. Limitation of Remedies & Liabilities. The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

(a) Remedies. Except for indemnified claims under Section 11 ("Mutual Indemnity") or rights or indemnities expressly stated under other provisions hereof the Customer's sole and exclusive remedies for Company's default hereunder shall be (i) to repair, replace or correct the defective Service; or, (ii) if the breach by Company cannot be corrected as set forth above, to obtain a full refund of amounts paid with respect to the defective Service.

(b) Liabilities. EXCEPT FOR INDEMNITIES EXPRESSLY PROVIDED BY THIS AGREEMENT OR IN THE CASE OF A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY IS LIABLE FOR DIRECT DAMAGES EXCEEDING ONE (1) YEAR'S SUBSCRIPTION FEES PAYABLE UNDER THE SERVICES FORM AT ISSUE, NOR FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THIS AGREEMENT. THIS LIMITATION IS INDEPENDENT OF REMEDY LIMITS.

13. Notices. Notices sent to either party shall be effective one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address listed for the party on page 1 of this Agreement or to such other address (es) as the party may specify in writing.

14. Termination.

(a) Generally. Either party may, in addition to other relief, suspend or terminate a Services Form or this Agreement if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment



for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

(b) Survival. Termination shall have no effect on the parties' rights or obligations under Section 9 ("Confidential & Proprietary Information"), rights or obligations under Section 10 ("Warranties"), Section 11 ("Mutual Indemnity"), Section 12 ("Limitation of Remedies & Liabilities"), Section 16 ("Independent Contractor Status"), Section 18 ("Insurance, Indemnity"), any payment obligations or any provision which by its nature should survive. Upon termination or expiration of the Term, Company shall make a final backup of Customer Data and provide the backup media to Customer at actual cost of duplication.

15. FERPA. This Section is applicable (and is in addition to the Section entitled "Confidentiality" above) if, during the term of this Agreement, Company receives from Customer or its students, is deemed to maintain on behalf of Customer, or has been provided any access by Customer to, personally identifiable information of any Customer student: Company shall comply with the Family Educational Rights and Privacy Act to the same extent as Customer and in such case Customer shall have direct control over Company's maintenance and use of all of such student information and Company will only share such information internally or with Customer for legitimate educational purposes, which includes Company's obligations under this Agreement. In such event, Customer appoints Company as its agent for the sole purpose of receiving such student information in connection with providing services to Customer. Company shall have no authority to act as Customer's agent in any other context and shall not be authorized to bind Customer to act on behalf of, or execute, acknowledge, or deliver in the name or on behalf of Customer any contract, agreement, certificate or any other document whatsoever.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party represents and warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest and shall promptly notify the other party if any such conflict arises during the Term.

17. Insurance, Indemnity. Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the negligent or willfully injurious acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

18. Miscellaneous. This document and the accompanying Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by



a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Customer without Company's prior written consent and any attempt to the contrary shall be void. Company reserves all rights not specifically granted herein. Neither party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Counterparts of the Agreement that are manually signed and delivered by facsimile or electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner. The original of this document, including the signature page (bearing original signatures or facsimiles or electronic transmissions thereof), may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

19. Data Security and Confidentiality

a) Confidential Data Defined

Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain data and information of the other party of a special and unique nature and value ("Confidential Data"). "Confidential Data" shall mean any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such data and/or information to be confidential. "Confidential Data" shall include, but is not limited to, (1) business methods and practices, financial data, business plans and opportunities, pricing, personnel, customers, prospective customers, or suppliers; (2) trade secrets, inventions, processes, methodologies, products, product plans, patent applications, and other proprietary rights, any specifications, tools, computer programs, source code, object code, documentation, technical information or other related confidential business information or data; (3) detailed financial reports, results and projections; (4) personal information of customers, employees, students, and/or donors, including but not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, or other information identifiable to a specific individual that relates to any of these types of information ("Personal Information"); or (5) any other proprietary information or data of the parties that is maintained in confidence

Confidential Data shall not include information the receiving party can demonstrate (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession, without obligation of confidentiality, prior to disclosure by the disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Data, as evidenced by written records of the receiving party, without



obligation of confidentiality, (iv) is independently developed by the receiving party without reference to or use of such Confidential Data, or (v) is required to be disclosed by law, governmental or administrative process.

b) Use and Non-Disclosure of Confidential Data; Exceptions

Each party agrees to use the Confidential Data received from the other party only as expressly permitted in this Agreement and in furtherance of the purposes expressed herein. To the extent permitted by law, neither party will disclose to any third party the other party's Confidential Data, in whole or in part, without the prior written consent of the party, or as provided for in this Agreement and in compliance with all applicable state and federal laws; provided however, Company may disclose Personal Information of Client Students to third parties as necessary to perform the Services under the Agreement or with the Student's consent to whom such Personal Information pertains. Notwithstanding the foregoing, either party may disclose the Confidential Data or portions thereof to their respective attorneys or accountants when seeking legal or financial advice.

Company specifically warrants and represents that except as otherwise permitted herein, it will not in any manner disclose, disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of Client's Confidential Data to any third party without the prior written permission of Client, and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the Confidential Data shall not copy, disclose or transmit any of the Confidential Data, or any portion thereof, in any form, to a third party except as necessary to perform the Services under the Agreement.

c) Obligations to Secure Confidential Data

Company warrants and represents that it will implement industry-standard physical, electronic, and managerial safeguards to prevent unauthorized access to and disclosure of Client's Confidential Data, including but not limited to, the security of the physical environment in which the Confidential Data is stored, processed, and transmitted. Company further warrants and represents that such safeguards will in no event be less than the level of security Company uses to protect its own Confidential Data. Company shall require its contractors and subcontractors authorized to access Client's Confidential Data pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Data.

Company agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and non-disclosure of the Confidential Data including, but not limited to, (i) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act (FERPA).

d) Obligations upon Breach of Security

If Company determines or reasonably believes that Client data has been misappropriated or accessed in an unauthorized manner, Company will promptly report such misappropriation or unauthorized access to Client. Also, Company will promptly investigate the security incident



and take reasonable measures to identify its root cause(s), mitigate its effects, and prevent a recurrence. Unless prohibited by law, Company will provide Client with a detailed description of the incident, the type of data that was the subject of the incident, the identity of each affected person, and other information Client may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons. If a data compromise and/or identity theft occurs and is found to be the result of Company's non-compliance with the applicable state and federal statutes and regulations. Company will assume complete responsibility for customer notification, and be liable for all associated costs incurred by Client in responding to or recovering from said breach.

e) Survival of Obligations

The obligation to maintain the confidentiality of the Confidential Data received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or termination of this Agreement, Company shall, at Company's option: (i) certify to Client that Company has destroyed all Confidential Data in its possession; or (ii) return all Confidential Data to Client. Notwithstanding anything contrary herein, Company shall not be required to delete or destroy (a) Personal Information that has been de-personalized, (b) Personal Information pertaining to Students whose loans Company guaranteed or who are receiving services from Company pursuant to a contractual relationship with another Company client, (c) Personal Information for a Student who has consented in writing to Company using such information, including, in connection with such Student's activation of membership in Company's membership program, and (d) Confidential Data stored on Company's backup storage devices in the normal course of business, until such time as the stored data is deleted in accordance with Company's data retention policies. Client shall have the right, at its own expense and upon reasonable prior notice to Company, to review Company's security measures and information security program.

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

TO: Members of the Governing Board
**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
APPOINTMENT OF VOTING MEMBER TO AB 86
SOLANO COMMUNITY COLLEGE ADULT EDUCATION
CONSORTIUM**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to appoint Kelly Penwell, Associate Dean, Workforce Development, Small Business Center & Continuing Education, as a voting member to the AB 86 Solano Community College Adult Education Consortium.

A copy of the AB 86 Solano Plan can be found at: <http://ab86.cccco.edu/portals/7/docs/plans/13-328-60%20SolanoCCD-3.1.15FinalPlan.pdf>.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: AB 86</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dr. Leslie Minor, Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

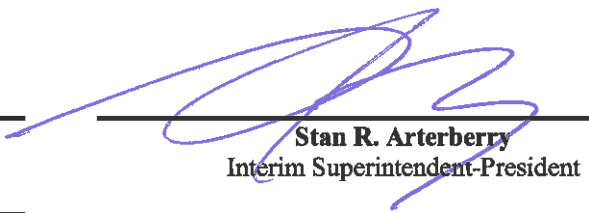
(707) 864-7117

TELEPHONE NUMBER

Dr. Leslie Minor
VICE PRESIDENT APPROVAL

August 10, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



Stan R. Arterberry
Interim Superintendent-President

August 10, 2015
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Abla Christiansen	Counselor (15 years)	08/01/15

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

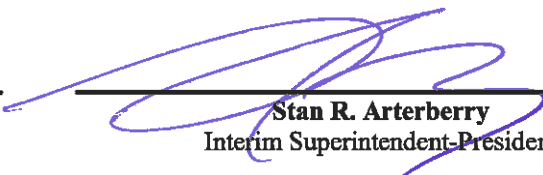
TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 6, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 7, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ACCJC ACCREDITATION STANDARD UPDATES TO BOARD POLICY 1006

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Governing Board establishes and regularly reviews Board institutional policies and appropriately delegates responsibilities to implement these policies.

Approval is requested to revise the Reference/Authority for Board policies to the most updated mandates provided by the Accrediting Commission for Community and Junior Colleges. Attached is a copy of the policy requiring the updated Reference/Authority.

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: 1006 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Rosemary Thurston, Trustee
Policies and Procedures Ad Hoc Subcommittee

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

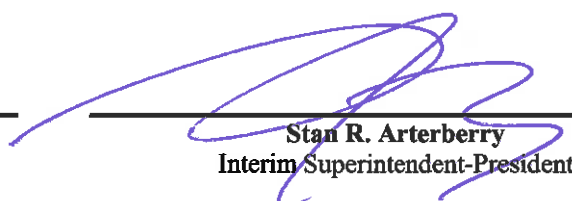
TELEPHONE NUMBER

Not Applicable

VICE PRESIDENT APPROVAL

August 12, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 12, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD MEMBERSHIP AND ELIGIBILITY

1006

POLICY: The Board shall consist of seven (7) members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in Board Policy 1008.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board. The candidate for election to the Board must be 18 years of age or older, a citizen of California, an elector residing in and registered to vote in the trustee area he or she seeks to represent. While serving as a member of the Board, a Board member may not be employed by the District, with the exception of the Student Trustee, who may be employed as a Student Worker.

An employee of the District may not be sworn into office as an elected or appointed member of the Governing Board unless he or she resigns as an employee.

No member of the Governing Board shall, during the term for which he or she is elected, hold an incompatible office. No Board member shall be eligible to serve on the Governing Board of a high school district whose boundaries are coterminous with those of the community college district.

REFERENCES/

AUTHORITY: California Education Code Sections 72023, 72103, 72104,
~~Solano Community College District Governing Board~~
~~ASSC Bylaws and Constitution~~
ACCJC Accreditation Standard IV.C.6.

ADOPTED: July 7, 1982

REVISED: March 18, 1987; May 19, 1999; June 6, 2007; Reviewed October 20, 2010; April 2, 2014

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

TO: Members of the Governing Board
SUBJECT: FIVE-YEAR NETWORK SUPPORT CONTRACT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to enter into a five-year agreement for support of our new network equipment being provided as part of the Districtwide IT Infrastructure Improvements Project. This agreement is arranged through Cisco Capital and provides for reduced annual payments at a fixed annual rate for the five-year term of the agreement; thus, allowing the District to not only save money on support costs but know what our cost will be for the existing network hardware and software for the next five years in exchange for the five-year commitment.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$213,374.26 over a 5-year period General Fund

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

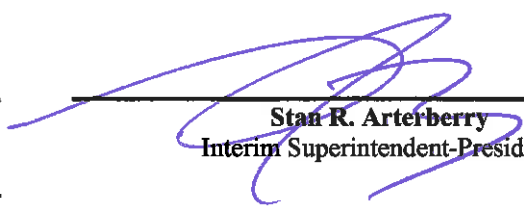
Yulian Ligioso, VP Finance & Administration
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7209
TELEPHONE NUMBER

Yulian Ligioso
VICE PRESIDENT APPROVAL

August 7, 2015
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 7, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



Installment Payment Agreement Reference (Support Only) TFW99617

OBLIGOR	Full Legal Name SOLANO COMMUNITY COLLEGE EDUCATIONAL FOUNDATION			Phone Number 7078647242
	Billing Address 4000 SUISUN VALLEY ROAD FAIRFIELD CA 94534			Purchase Order Requisition Number
	System Location (if not same as above)		County	Send Invoice to Attention of:

SYSTEM INFORMATION	Software/Support Information: See attached supplier quote: 8088 dated 06/05/2015, and quote: 8047 dated 06/2/2015 referenced solely for descriptive purposes. No other term or condition thereof is incorporated into this agreement or binding upon Payee.
---------------------------	--

PAYMENT INFORMATION	Number of Payments	Payment	Term (in Months):	Payment Frequency:	Total Financed Amount:
	5	\$47,463.86 plus applicable tax	60	ANNUAL	213374.26
			Security Deposit (PLUS)	First Period Payment (PLUS) Other (EQUALS)	Total Payment Due at Signing

TERMS AND CONDITIONS

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. You authorize us to adjust your payments by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. You are deemed to have unconditionally and irrevocably accepted the System on the earlier of (i) the date you sign the Acceptance below or (ii) if we in our sole discretion do not require that you sign the Acceptance, the date the System is delivered or otherwise provided to you, unless you notify us in writing of your non-acceptance within two (2) days of the date the System is delivered or otherwise provided to you ("the Commencement Date"). The Agreement starts on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System's use for the period from the Commencement Date until the first Payment due date, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

2. Warranty Disclaimer; Use and Maintenance: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

3. Assignment: You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Taxes: You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

5. Default and Remedies: You are in default under this Agreement if: a) you fail to pay any amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us, and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of any or all Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, "Cisco"), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

6. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Agreement with facsimile signatures, or an electronic version of this Agreement with electronic signatures, may be treated as an original and will be admissible as evidence of the Agreement. We may inspect the System during the Agreement term.

OBLIGOR	You agree that this is non-cancelable.		PAYEE	Cisco Systems Capital Corporation	
	Signature X	Date x		Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	Title X	Print Name X		PHONE: (666) 247-2690 • FAX: (877) 247-2690	Commenccement Date

Obligor (Full Legal Name): SOLANO COMMUNITY COLLEGE EDUCATIONAL FOUNDATION

Accepted By:

ACCEPTANCE	The System has been received, put in use, is in good working order and is satisfactory and acceptable for all purposes hereof.		
	Signature	Date	
	Print Name	Title	

GUARANTY	I unconditionally guaranty prompt payment of all the Obligor's obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. PAYEE AND I HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.		
	Signature	Name of Guarantor	Date

07CSC126v6

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP INC.,
 FOR PROFESSIONAL SERVICES FOR THE
 DISTRICTWIDE INFORMATION TECHNOLOGY
 INFRASTRUCTURE IMPROVEMENTS PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the contract award to Development Group Inc., to provide professional services for the Districtwide Information Technology Infrastructure Improvements Project. The consultant scope of work includes providing network and infrastructure engineering services for the Districtwide Network Infrastructure Upgrade phase of the overall Information Technology Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update and increase network infrastructure capacity to support instructional spaces and equipment to meet current building standards.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$1,667,994 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

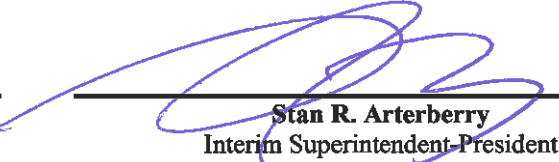
(707) 863-7855

TELEPHONE NUMBER

Executive Bonds Manager
VICE PRESIDENT APPROVAL

August 9, 2015

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


Stan R. Arterberry
 Interim Superintendent-President

August 9, 2015
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP INC.,
FOR PROFESSIONAL SERVICES FOR THE
DISTRICTWIDE INFORMATION TECHNOLOGY
INFRASTRUCTURE IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The purpose of this project is to build a next generation network that is secure, scalable, affordable and reliable. A request for qualification and proposal (RFQ/P) was issued by the District on February 11, 2015 and on March 18, 2015 the District received ten (10) proposals. A selection committee reviewed the proposals, selected and interviewed the top two (2) firms.

On June 3, 2015, the District's Chief Technology Officer provided an update to the Board of Trustees on this project status. Contract negotiations are complete and the Governing Board is asked to approve the Development Group Inc., contract for the Districtwide Information Technology Infrastructure Project.

The Board is asked to approve a contract to Development Group Inc., in the amount of \$1,677,994.

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

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF MITIGATED NEGATIVE DECLARATION
(MND) FOR AUTOMOTIVE TECHNOLOGY BUILDING
PROJECT, VALLEJO, CALIFORNIA**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

To meet California Environmental Quality Act (CEQA) requirements, the District assumes the role of "lead agency" and is required to consider the impact of a construction project on the environment. After determining that a project is not exempt from CEQA requirements, the process takes the form of a Negative Declaration, Mitigated Negative Declaration (MND), or full Environmental Impact Report (EIR). The amount of time required to complete the process is least with a Negative Declaration and greatest with an EIR.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Required for construction of new instructional spaces.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0</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 Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

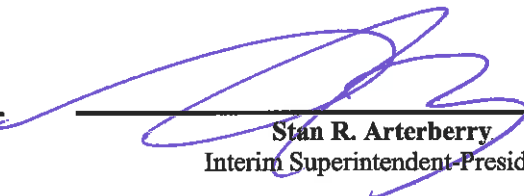
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF MITIGATED NEGATIVE DECLARATION
(MND) FOR AUTOMOTIVE TECHNOLOGY BUILDING
PROJECT, VALLEJO, CALIFORNIA**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

It was determined that the Automotive Technology Building Project in Vallejo is best served with an MND. The MND describes the project and its effects on the environment – focusing on traffic, air quality and greenhouse gas emissions, noise, hazardous contamination and abatement, and the impact of the project on biological and cultural resources. The MND is a relatively short document that includes a copy of the “Initial Study” (documenting the findings) and potential mitigation measures to reduce the effects of the project on the environment.

In all cases, public notification is required. The document submitted for public review demonstrates that the environmental effect of the project may be mitigated to a less-than-significant level. Biological impacts, air quality and noise issues associated with traffic are considered the primary issue for study. The District’s traffic consultant coordinated solutions with the City of Vallejo’s Traffic Engineer, considering both the short and long term cumulative effects of the Northgate site and regional growth.

The MND was released to the public on June 10, 2015. The review period concluded on July 22, 2015 and the Board of Trustees is asked to approve the MND at this time.

A copy of the Draft MND may be found on the website:
<http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS
INCORPORATED FOR DSA PROJECT INSPECTION
SERVICES FOR THE VACAVILLE CLASSROOM
BUILDING RENOVATION

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

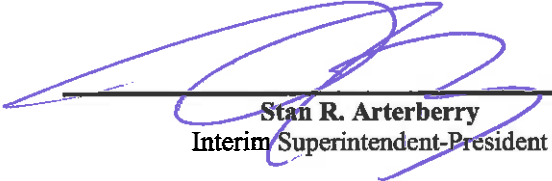
SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Incorporated for DSA project inspection services for assessment and remediation work necessary to achieve DSA certification for the Vacaville Classroom Building Renovation Project. Proposals were sought from all firms in the District's Pre-Qualified Project Inspector Pool. John R. Hanna Inspections, Inc., King Construction Inspection, Inc., and Norman Dietrich Inspection Services, Inc., were deemed non-responsive.

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: Repair and update instructional space and equipment to meet DSA standards.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$75,820 Measure Q Funds</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 Bonds Manager		 Stan R. Arterberry Interim Superintendent-President	
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS			
(707) 863-7855		August 9, 2015	
TELEPHONE NUMBER		DATE APPROVED BY	
Executive Bonds Manager		SUPERINTENDENT-PRESIDENT	
VICE PRESIDENT APPROVAL			
August 9, 2015			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS
INCORPORATED FOR DSA PROJECT INSPECTION
SERVICES FOR THE VACAVILLE CLASSROOM
BUILDING RENOVATION**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Optima Inspections Incorporated and TYR-I.O.R. Services each provided cost proposals. Optima Inspections Incorporated was deemed the best value with a proposal of \$75,820.

The Board is asked to approve a contract to Optima Inspections Incorporated in the amount of \$75,820.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO CONSTRUCTION TESTING SERVICES INC., FOR DSA SPECIAL INSPECTION SERVICES FOR THE VACAVILLE CLASSROOM BUILDING RENOVATION PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Construction Testing Services, Inc., for DSA special inspection services for the Vacaville Classroom Building Renovation Project. Consultant will conduct forensic investigation, provide DSA required testing services, and coordinate progress with the District and Program Manager for the assessment and remediation work necessary to achieve DSA certification for this building.

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: Repair and update instructional space and equipment to meet DSA standards.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$132,800 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

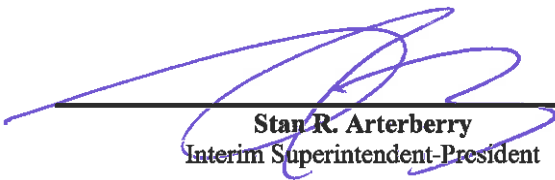
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CONSTRUCTION TESTING SERVICES INC., FOR DSA SPECIAL INSPECTION SERVICES FOR THE VACAVILLE CLASSROOM BUILDING RENOVATION PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were sought from all firms in the District's Pre-Qualified Special Inspector Pool. All firms in the Pool provided a response. Twining, Ninyo & Moore, Neil O. Anderson and Consolidated Engineering Laboratories declined to provide proposals, indicating that the requested services were beyond their expertise. Wallace Kuhl & Associates, Twining, Inc. and Inspection Services, Inc., responded, citing that current workload preventing them from responding by the required response date or taking on this project.

Construction Testing Services, Inc., submitted a proposal in the amount of \$132,800 addressing all requested testing services.

The Board is asked to approve a contract to Construction Testing Services in the amount of \$132,800.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO JLC CONTRACTING INC., FOR
ELECTRICAL CONSTRUCTION SERVICES FOR SMALL
CAPITAL PROJECTS – PORTABLE CLASSROOMS
PHASE II, EXTERIOR LIGHTING

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of an electrical construction contract to JLC Contracting Inc. for Small Capital Projects – Portable Classrooms Phase II, Exterior Lighting. The scope of work includes furnishing and installing LED lighting on new portable buildings to meet District standards and campus requirements.

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: Repair and update to instructional space and equipment to meet DSA standards.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$8,420 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

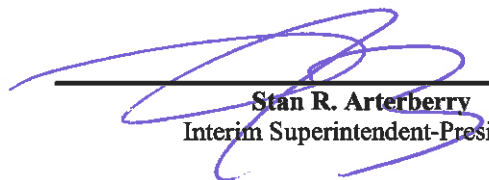
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Executive Bonds Manager
VICE PRESIDENT APPROVAL

August 9, 2015
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO JLC CONTRACTING INC., FOR
ELECTRICAL CONSTRUCTION SERVICES FOR SMALL
CAPITAL PROJECTS – PORTABLE CLASSROOMS
PHASE II, EXTERIOR LIGHTING**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Three firms submitted bids including JLC Contracting, Inc., Sac Valley Electric and Pacific Power & Systems. The lowest responsive, responsible bidder was JLC Contracting, Inc., with a bid of \$8,420.

The Board is asked to approve a contract to JLC Contracting, Inc., in the amount of \$8,420.

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

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT TO KITCHELL CAPITAL EXPENDITURE MANAGERS FOR PROGRAM AND DESIGN MANAGEMENT SERVICES FOR THE SCIENCE BUILDING PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for a contract amendment to Kitchell Capital Expenditure Managers (KCEM) for Measure Q Program and Design management service. On November 5, 2014, the Governing Board approved item 14.(e), a contract to KCEM in the amount of \$6,376,735. This request will amend the previously approved contract to reflect management of the Science Building project Design/Build process.

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: The Science Building Project is currently in design and needs to remain on schedule for timely student occupancy

Ed. Code: Board Policy: Estimated Fiscal Impact: \$131,180 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
 Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

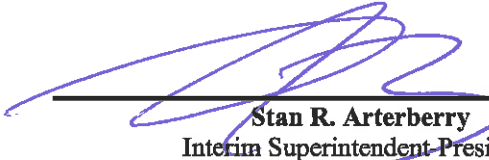
TELEPHONE NUMBER

Finance and Administration

VICE PRESIDENT APPROVAL

August 9, 2015

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


 Stan R. Arterberry
 Interim Superintendent-President

August 9, 2015

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT TO KITCHELL CAPITAL
EXPENDITURE MANAGERS FOR PROGRAM AND
DESIGN MANAGEMENT SERVICES FOR THE SCIENCE
BUILDING PROJECT**

SUMMARY:

This project was previously under consideration for a Lease-Leaseback (LLB) delivery method and due to recent court rulings; project delivery method is now modified to Design/Build. The scope of work includes activities needed to keep this project on schedule including management of the Design/Build Entity pre-qualification and selection, bridging documents and procurement of Construction Management services.

The Board is asked to approve this amendment to KCEM in the amount of \$138,180, bringing the total overall contract to \$6,514,915.

The contract can be reviewed at: <http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO BEST INSTRUMENT REPAIR FOR B1200 PERFORMING ARTS (PHASE I RENOVATION) SPECIALTY EQUIPMENT ASSESSMENT SERVICES

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Best Instrument Repair to provide music and theater specialty equipment assessment services for the Performing Arts Building (Phase I B1200 Renovation). The Consultant's scope of work includes conducting a thorough evaluation of the Theater and Music department's specialty equipment as part of the project furniture, fixture and equipment (FF&E) planning process.

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: Repair and update instructional space equipment to meet DSA standards.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$5,675 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

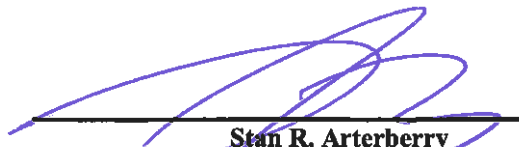
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO BEST INSTRUMENT REPAIR
FOR B1200 PERFORMING ARTS (PHASE I
RENOVATION) SPECIALTY EQUIPMENT ASSESSMENT
SERVICES**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Price proposals were solicited from companies specializing in this service, including Gordon's Music and Sound, ABC Music, and Best Instruments. Due to specialty nature of the equipment, Gordon's Music and Sound and ABC Music were deemed non-responsive. Best Instruments submitted a proposal with a price of \$5,675.

The Board is asked to approve a contract to Best Instrument Repairs in the amount of \$5,675.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHANGE ORDER - NO. 01 (DEDUCTIVE) TO DPR
CONSTRUCTION FOR ADMINISTRATION BUILDING 600
MODERINZATION PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for a deductive Change Order No. 01 to DPR Construction for the Administration B600 Building Renovation Project. Attached is the Change Order Request Breakdown and Summary. Building 600 Renovation Project is now complete and this deductive change order represents a portion of the contract's unused owner's allowance.

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: n/a

Ed. Code: Board Policy: Estimated Fiscal Impact: \$(70,712.54) Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

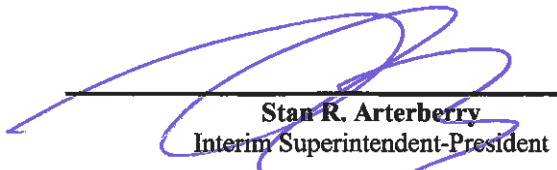
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER - NO. 01 (DEDUCTIVE) TO DPR
CONSTRUCTION FOR ADMINISTRATION BUILDING 600
MODERINZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Revised contract figures for Change Order #01 are as follows:

Change Order No.01 - DPR Construction:

Contract Award Amount	\$ 5,722,328.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ (70,712.54)
Total Change Orders	\$ (70,712.54)
Revised Contract Amount	\$ \$5,651,615.46

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #01 TO
PROFESSIONAL ASBESTOS AND LEAD SERVICES,
RESOLUTION NO. 15/16-04

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The District's Utility Infrastructure Upgrade Project (Energy) project is a campus wide mechanical and control system upgrade to replace aging heating, ventilation and air conditioning (HVAC) systems in buildings 100, 500, 700, 1400 and 1600. The project also includes a significant hazardous materials abatement scope of work, which must be completed prior to any construction work.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Providing safe school facilities and classrooms.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$45,985.63 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

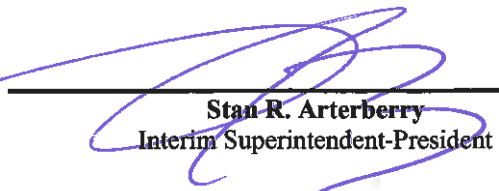
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #01 TO
PROFESSIONAL ASBESTOS AND LEAD SERVICES,
RESOLUTION NO. 15/16-04**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On November 19, 2014 the Board approved the contract to Professional Asbestos and Lead Services Inc., (PALS) for the HVAC/EMS Efficiency Project. Due to the level of asbestos that was found in all of the buildings during the course of construction, PALS was required to perform additional remediation of the areas in which asbestos-laden materials were discovered. Those materials included ceiling tiles, drywall (for access panels and thermostats), insulation, and mastics.

The Board is being asked to approve Change Order #1 to PALS in the amount of \$45,985.63. Because this Change Order exceeds 10% of the value of the construction contract, it is required that the Board of Trustees pass a resolution to approve the Change Order.

This resolution affirms that, based on project scope and schedule; it is more costly and time-consuming to bid this additional work to other contractors and it would not produce any advantage to the District. Additionally, the time required to re-bid would result in buildings not being completed in time for the fall semester.

This change order cost will be offset by a deductive Change Order to Peterson Mechanical, anticipated to exceed \$110,000. Much of the anticipated abatement work that PALS performed included demolition scope of work, originally assigned to Peterson Mechanical, who is not qualified or certified to complete hazardous abatement scope of work.

Revised contract figures are as follows:

Contract Award Amount	\$ 197,235.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ 45,985.63
Total Change Orders	\$ 45,985.63
Revised Contract Amount	\$ 243,220.63

The Board is asked to approve Resolution No. 15/16 – 04 Change Order #01 to PALS in the amount of \$45,985.63.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01
TO PROFESSIONAL ASBESTOS AND LEAD SERVICES**

RESOLUTION NO. 15/16 – 04

WHEREAS, Solano Community College District (the “District”) previously awarded contract for work for the HVAC/EMS Efficiency Project – Asbestos Abatement (the “Project”) to Professional Asbestos and Lead Services In. (PALS);

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the “Change Order”);

WHEREAS, the Change Order provides for the work set forth in Exhibit “A;”

WHEREAS, the total cost for the Change Order is \$45,985.63 and exceeds the limitations set forth in Public Contracts Code Section 20659;

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor;

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, “[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply.” Hiller v. City of Los Angeles, (1961) 197 Cal.App.2d 685, 694; now therefore be it

RESOLVED that the Governing Board of the Solano Community College District makes the following findings:

1. That the above recitals are true and correct.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01
TO PROFESSIONAL ASBESTOS AND LEAD SERVICES**

RESOLUTION NO. 15/16 – 04

(Continuing Page 2)

2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.
3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District, on August 5, 2015.

A. MARIE YOUNG

BOARD PRESIDENT

STAN R. ARTERBERRY

SECRETARY

AYES:

NOES:

ABSENT:

1 ABSTAIN:
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**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: DISTRICTWIDE TREE REMOVAL PLAN

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A Plus Tree Inc., performed a Districtwide comprehensive tree survey and assessment. A certified Master Arborist reviewed all three campuses, identifying tree species and noting the health status and specific campus location of each tree. The report includes trees with poor structure and health that have deformed concrete dividers in campus parking lots and trees that are planted too close to buildings. The Arborist's report provides recommendations for mitigation measures to address aging trees and prevent potential damage to the building foundations.

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: Necessary for future facilities planning.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>TBD Measure Q Funds</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 Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Stan R. Arterberry
 Interim Superintendent-President

August 9, 2015

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: DISTRICTWIDE TREE REMOVAL PLAN

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Districtwide Tree Removal Plan was presented to the Board of Trustees as information item 15.(b) at the August 5, 2015 meeting. Over the life of the bond, the Tree Removal Plan will evolve based on the needs of each campus. Changes to the Tree Removal Plan will require approval of the board.

The Board is asked to approve the Districtwide Tree Removal Plan.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: UPGRADE AND PURCHASE OF FACILITIES
OPERATING EQUIPMENT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

To improve efficiency and effectiveness of our staff, the Facilities Department is requesting equipment purchases for grounds maintenance, the mail room, and custodial services.

Attached is a summary of our recommendations in the amount of \$140,330.

Board approval is requested at this time.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225 Estimated Fiscal Impact: \$140,330.00

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dwight Calloway
Facilities Director

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

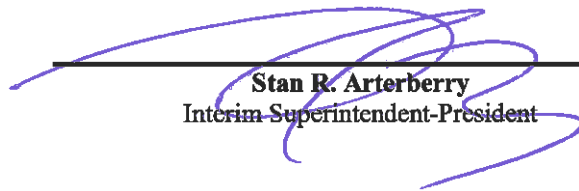
TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

August 7, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 7, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



MEMORANDUM

DATE: August 10, 2015

FROM: Dwight Calloway
TO: Yulian Ligioso
COPY:
SUBJECT: Facilities Equipment Needs

In order to become an efficient and effective maintenance and operations department, we recommend the following replacements amounting to \$140,330. Below is the summary list of equipment and cost:

Maintenance Equipment

Currently, the Grounds Maintenance staff is using golf carts as maintenance carts to transport various equipment, tools and at times, hazardous materials and chemicals. This poses a safety concern primarily because our golf carts are not able to secure items from falling off the cart, which impacts the safety of our operators and the campus community at large. We are requesting six new maintenance vehicles totaling approximately \$60,000.

Mail Room Equipment

The mail room equipment is over 15 years old and outdated. Our current annual cost is approximately \$10,625, which includes the meter lease and standard maintenance. Neopost and Pitney-Bowes are industry leaders in postal equipment. A cost comparison indicated that Neopost would save the District over \$6,000 a year for standard maintenance. We recommend the purchase of a Neopost IS-5000 mailing system machine which costs \$15,000 with annual lease and maintenance costs of \$3,000 a year.

New Custodial Equipment

To allow us to properly maintain high foot traffic and specialty areas, we recommend the purchase of a high volume ride-on auto scrubber capable of maintaining the large surface areas, such as a gym floor. A well maintained floor not only reflects a positive image of the College, but extends the life of the floor's finish both aesthetically and performance-wise. We have small walk-behind scrubbers, which are fine for hallways and classrooms, but are inadequate for areas with large square footage. We recommend the purchase of a Ride-On Scrubber which costs \$13,000.

The gym restrooms and locker rooms are currently being cleaned by hand with a low production pressure sprayer. This process is time consuming and ineffective. We recommend the purchase of a Kaivac (or Advance all-Cleaner) versatile machine designed for total soil removal. No-touch cleaning combines an indoor pressure washer, chemical injection, and wet vacuum technologies onto a single space efficient platform. The Kaivac machine costs \$3,500 per unit.

Building 400 is the most heavily used area on campus, housing Student Services, which is the starting point and main area of contact for all students attending SCC. Even with regular vacuuming and periodic spot cleaning, a thorough deep carpet extraction cleaning is not possible to perform often enough to keep pace with the accumulation of dirt, stains, and soils. We are seeking a versatile, multi-function ride-on machine designed for large scale cleaning. The advance ES4000 can dry sweep the carpet at a rate of 14,000 sq. ft./hr., perform interim cleaning with the carpet dry in 30 minutes, pre-treat mode covering 21,000 sq. ft./hr., and a deep restorative cleaning at 7,000 sq. ft./hr. The Ride-On Carpet extractor costs approximately \$11,000.

Replacement Custodial Equipment

➤ Auto scrubbers - Orbital and Disc Type

We currently have five Orbital Scrubbers, one new, one in good condition, one in fair condition, and two beyond repair. We are requesting to purchase three new auto scrubbers, to replace the scrubbers past their useful life. The scrubbers cost \$3,660 each.

➤ Carpet Extractors

We currently have four carpet extractors, one new which was recently purchased for Building 600 with Measure G FF&E funds, one in fair condition, and two beyond repair. We are requesting to purchase three new carpet extractors, to replace the units past their useful life. The extractors cost \$2,255 each.

Additional Custodial Equipment

➤ Upright Vacuum With Wand and Attachments

We have 10 bagless models which are very loud and dirty, spewing so much dust that they have occasionally set off fire alarms by activating smoke detectors. We recommend purchasing 10 uprights with wand and attachments, in order to properly equip all of our custodians and provide them with the tools to perform their duties. The cost of the vacuums are \$345 each.

➤ Backpack Vacuum

We have 5 backpack vacuums. Backpacks are especially useful in classrooms allowing the custodian to more easily maneuver between desks and chairs. We need 5 more backpack vacuums to properly equip our staff. The cost of the vacuums are \$400 each.

➤ Low Speed Floor Machine (for stripping)

We currently have four low speed floor machines. One new recently purchased for Building 600 with Measure G FF&E funds, two very old models which are past their useful life and one in the shop for repairs. We recommend the purchase of three low speed floor machines, to replace the three units past their useful life. The cost of the LS Floor machine is \$600 each.

➤ High Speed Floor Machines (for Burnishing)

We have two very old models which are past their useful life and one is in the shop for repairs. We recommend the purchase of three high speed floor machines, to replace the three units. The cost of the HS Floor machine is \$945 each.

➤ Portable Carpet Spotter

The portable extractor is essential for carpet and upholstery care. It allows us to remove spots and stains as they occur when it would be too time consuming to use the large walk-behind extractor. This unit can also be used to clean upholstered furniture. We have one new carpet spotter which was recently purchased for Building 600 with Measure G FF&E funds. We recommend a purchase of three portable spotter, one for each center and one additional for the main campus. The cost of the portable spotter is \$600 each.

➤ Wet Vacuums

We have three wet vacuums for the College. There should be one wet vacuum for each floor machine to pick up water as the floors are stripped. We recommend the purchase of three additional wet vacuums, which costs \$500 each.

➤ Dryer Fans (for carpets and other uses)

The college has two new dryer fans which were recently purchased for Building 600 with Measure G FF&E funds. There are only two other fans for the entire College. We need 10 additional dryer fans; two at the Vallejo center, two at the Vacaville Center, two at the Vacaville annex, and four more at the main campus. The fans are helpful with speeding up the drying times. The cost of each fan is \$180.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF AMENDED BYLAWS FOR THE SOLANO
COMMUNITY COLLEGE DISTRICT CITIZENS' BOND
OVERSIGHT COMMITTEE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Pursuant to Section 15278 of the Education Code, the District was obligated to establish the Citizens' Bond Oversight Committee (CBOC) in order to satisfy the accountability requirements of Prop 39. The District initially established the CBOC in April 2003 for Measure G. The Board previously amended the CBOC Bylaws on: March 1, 2006, Item 9.(a); January 17, 2007, Item 9.(b); and July 17, 2013, Item 13.(b). After consideration of additional modifications provided by the CBOC Chair, the Board is asked to approve this amended version of the bylaws for the Citizens' Bond Oversight Committee for Measures G and Q.

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: 15278 Board Policy: 3390 Estimated Fiscal Impact: \$0

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

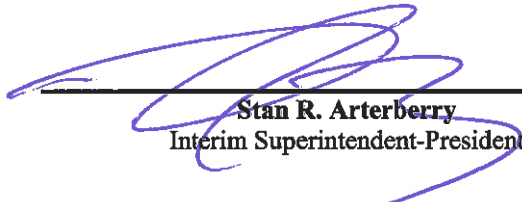
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Executive Bonds Manager
VICE PRESIDENT APPROVAL

August 9, 2015
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 9, 2015
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

Section 1. Committee Established. The Solano Community College District (the "District") was successful at the election conducted on November 5, 2002 (the "2002 Election"), in obtaining authorization from the District's voters to issue up to \$124,500,000 aggregate principal amount of the District's general obligation bonds (the "2002 Measure"). The District was successful at the election conducted on November 6, 2012 (the "2012 Election"), in obtaining authorization from the District's voters to issue up to \$348,000,000 aggregate principal amount of the District's general obligation bonds (the "2012 Measure Q"). The 2002 Election and the 2012 Election are hereinafter referred to as the "Elections". The 2002 Measure and the 2012 Measure Q are hereinafter referred to as the "Measures". The Elections were each conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish the Citizens' Bond Oversight Committee (the "CBOC") in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the Solano Community College District (the "Board") hereby confirms that the CBOC initially established for the 2002 Measure shall have the duties and rights set forth in these Bylaws with oversight responsibility over both the 2002 Measure and Measure Q. The CBOC does not have independent legal capacity from the District.

Section 2. Purpose. The purpose of the CBOC, as set forth in Education Code Section 15278, shall be to inform the public concerning the expenditure of bond revenues. These Bylaws are specifically made subject to the applicable provisions of the Education Code as to the duties and rights of the CBOC. The CBOC shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the CBOC as shall be consistent with the CBOC's purposes, as set forth in the Education Code.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The CBOC shall confine itself specifically to bond proceeds generated under the Measures. Regular and scheduled maintenance projects and all monies generated under other sources shall fall outside the scope of the CBOC's review.

Section 3. Duties. To carry out its stated purpose, the CBOC shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 and shall refrain from those activities set forth in Sections 3.4 and 3.5:

3.1 **Inform the Public.** The CBOC shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the CBOC. The Chair shall only release information that reflects the majority view of the CBOC.

3.2 **Review Expenditures.** The CBOC shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the ballot Measures; and (b) no bond proceeds were used for any inappropriate teacher or administrative salaries or other operating expenses, in accordance with Attorney General Opinion 04-110 issued on November 9, 2004.

3.3 Annual Report. The CBOC shall present to the Board, in public session, an annual written report which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
- (b) A summary of the CBOC's proceedings and activities for the preceding year.

3.4 Duties of the Board/Superintendent/President. Either the Board or the Superintendent/President, as the Board shall determine, shall have the following powers reserved to it, and the CBOC shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts,
- (ii) Approval of construction change orders,
- (iii) Appropriation of construction funds,
- (iv) Handling of all legal matters,
- (v) Approval of construction plans and schedules,
- (vi) Approval of scheduled maintenance plans, and
- (vii) Approval of the sale of bonds.

3.5 Responsibilities Not Assigned By the Board to the CBOC. In recognition of the fact that the CBOC is charged with overseeing the expenditure of bond proceeds, the Board has not charged the CBOC with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the CBOC.
- (b) The establishment of priorities and order of construction for the bond projects shall be presented to the Board by the Superintendent/President for their approval.
- (c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board in its sole discretion and shall report to the CBOC on any cost saving techniques considered or adopted by the Board.
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the CBOC.

(f) The approval of an annual budget for the CBOC that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The adoption of a plan for publicizing the activities of the CBOC and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the CBOC's findings and recommendations.

(h) The amendment or modification of the Bylaws for the CBOC as provided herein, subject to the legal requirements of Prop 39.

(i) The appointment or reappointment of qualified applicants to serve on the CBOC.

Section 4. Authorized Activities.

4.1 In furtherance of its purpose, to inform the public concerning the expenditure of bond revenues, the CBOC may engage in the following authorized activities:

(a) Receive and review copies of the District's annual, independent performance audit, required by subparagraph (C) of paragraph (3) of subdivision (b) of Section 1 of Article XII A of the California Constitution.

(b) Receive and review copies of the annual, independent financial audit required by subparagraph (C) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.

(c) Inspect college facilities and grounds, in accordance with any access procedure established by the District's Superintendent/President, or his or her designee, to ensure that bond revenues were expended in compliance with the requirements of paragraph (3) subdivision (b) of Section 1 of Article XIII A of the California Constitution.

(d) Receive and review copies of deferred maintenance proposals or plans developed by the District, including any reports required by Section 17584.1.

(e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:

(i) Mechanisms designed to reduce the costs of professional fees.

(ii) Mechanisms designed to reduce the costs of site preparation.

(iii) Recommendations regarding the joint use of core facilities.

(iv) Mechanisms designed to reduce costs by incorporating efficiencies in schoolsite design.

(v) Recommendations regarding the use of cost-effective and efficient reusable facility plans.

Section 5. Membership.

5.1 **Number.** The CBOC shall consist of a minimum of nine (9) members appointed by the Board of Trustees from a list of candidates submitting written applications. Every effort will be made to maintain broad geographic representation of the District, and the CBOC composition shall be based on criteria established by Education Code Section 15282, to wit:

- One (1) student enrolled and active in a community college support group, such as student government. The community college student may, at the discretion of the District, serve up to six months after his or her graduation.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member active in a support organization for the college.
- Two (2) at-large members of the community, who are persons who demonstrate interest in and/or experience with the mission and facilities of the District; such as citizen members of occupational advisory groups, local business representatives, or representatives of local civic organizations.
- Two (2) members of the community who demonstrate interest in and/or experience in the construction and building trades.

5.2 **Qualification Standards.**

(a) To be a qualified person, he or she must be at least 18 years of age and reside within the District's geographic boundary.

(b) The CBOC may not include any employee or official of the District, or any vendor, contractor or consultant of the District.

5.3 **Ethics: Conflicts of Interest.** Pursuant to Education Code Section 15282, subdivision (b), members of the CBOC are subject to Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code. Further, each member shall comply with the CBOC Ethics Policy Statement attached as "Attachment A" to these Amended and Restated Bylaws.

5.4 **Term.** Except as otherwise provided herein, each member shall serve a term of three (3) years, commencing as of the date of appointment by the Board. No member may serve more than two (2) consecutive terms. At the CBOC's first meeting, members will draw lots to select a minimum of two members to serve for an initial two (2) year term and the remaining members for an initial three (3) year term. Members whose term has expired may continue to serve on the CBOC until a successor has been appointed. Members serving on the original 2002 Measure CBOC shall remain on the CBOC and may serve for new terms as described herein.

5.5 Appointment. Members of the CBOC shall be appointed by the Board through the following process: (a) the District shall advertise for members in accordance with its customary practices, including through local newspapers and the District's website; (b) appropriate local groups will be solicited for applications; (c) the Board's Citizen Bond Oversight Ad hoc Committee and the Superintendent/President or designee will review the applications, and make recommendations to the Board; (d) the Board's Citizen Bond Oversight Ad hoc Committee will review a candidate's application in depth, including but not limited to, conducting telephonic or face-to-face interviews, requiring additional written information, or determining through other means whether a candidate is qualified to serve on the CBOC; (e) and the Board will make the appointments at a noticed meeting of the Board by resolution.

5.6 Removal; Vacancy. The Board may remove any CBOC member for any reason deemed necessary for the operation of the CBOC to function appropriately, including, but not limited to, failure to attend two consecutive CBOC meetings without reasonable excuse, disruptive behavior, failure to comply with these Bylaws, failure to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code, or for failure to comply with the CBOC Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process, shall fill any vacancies on the CBOC. The District shall seek to fill vacancies within 90 days.

5.7 Compensation. The CBOC members shall not be compensated for their services.

5.8 Authority of Members. (a) CBOC members shall not have the authority to direct staff of the District; (b) Individual members of the CBOC retain the right to address the Board, either on behalf of the CBOC or as an individual; and (c) the CBOC and its Members shall have the right to request and receive only copies of reports and records relating to the Measures projects which have been prepared for the Board and which have become a public record.

Section 6. Meetings of the CBOC.

6.1 Meetings. The CBOC is required to meet at least once a year, including an annual organizational meeting, but may not have regular meetings more frequently than quarterly. The CBOC may set special meetings, but only if a majority of the CBOC seats, whether filled or unfilled, agree to setting a special meeting. If a quorum is not met for any CBOC meeting, whether regular or special, District employees, consultants, and/or vendors may leave after 15 minutes of the meeting's publicized start time.

6.2 Location. All meetings shall be held within the jurisdiction of the Solano Community College District.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* A majority of the nine (9) CBOC seats, regardless of how many seats are filled or unfilled, shall constitute a quorum for the transaction of any business; five (5) members are required for quorum. Business may only be conducted by a majority of the CBOC seats, i.e. five (5) members, regardless of how many seats are filled or unfilled. Meetings shall be conducted according to such additional procedural rules as the CBOC may adopt. CBOC

Section 7. District Support.

7.1 The District shall provide to the CBOC necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all CBOC records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all CBOC proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds of the Measures may be made to provide District support of the CBOC.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the CBOC may report to the Board at least annually in order to advise the Board on the activities of the CBOC. Such report shall be in writing and shall summarize the proceedings and activities conducted by the CBOC.

Section 9. Officers. The Board, upon the recommendation of the Superintendent/President, shall appoint the initial Chair of the CBOC to serve for one year as Chair. Thereafter, the CBOC shall elect the Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. No person shall serve as Chair for more than three consecutive years.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The CBOC shall automatically terminate and disband concurrently with the CBOC's submission of its final Annual Report which reflects the final accounting of the expenditure of all the proceeds of the Measures.

Section 12. Parliamentary Authority. The Rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the CBOC in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the CBOC may adopt.

CITIZENS' BOND OVERSIGHT CBOC ETHICS POLICY STATEMENT

Attachment A

This Ethics Policy Statement provides general guidelines for CBOC members to follow in carrying out their roles. Not all ethical issues that CBOC members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for CBOC members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. CBOC members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A CBOC member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds; or (2) any construction project which will benefit the CBOC member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A CBOC member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A CBOC member shall not influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the CBOC, a former CBOC member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a CBOC member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the CBOC, a former CBOC member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A CBOC member shall uphold the Federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Solano Community College District.

- **COMMITMENT TO DISTRICT.** A CBOC member shall place the interests of the District above any personal or business interest of the member.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ACCJC ACCREDITATION STANDARD UPDATES TO BOARD POLICY 1025, 1050, and BOARD MEMBER ABSENCE FROM THE STATE (POLICY NUMBER TO BE DETERMINED)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Governing Board establishes and regularly reviews Board institutional policies and appropriately delegates responsibilities to implement these policies.

Approval is requested to revise the Reference/Authority for Board policies to the most updated mandates provided by the Accrediting Commission for Community and Junior Colleges. Attached is a copy of the policy requiring the updated Reference/Authority.

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: 1006 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Rosemary Thurston, Trustee
Policies and Procedures Ad Hoc Subcommittee

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

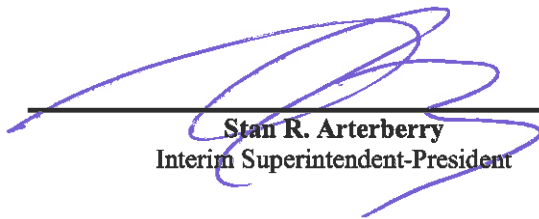
TELEPHONE NUMBER

Not Applicable

VICE PRESIDENT APPROVAL

August 12, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



Stan R. Arterberry
Interim Superintendent-President

August 12, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

REGULAR MEETINGS

1025

POLICY: The date, time and place of the regular Board meetings shall be established at the annual organizational meeting of the Board. The date, time and place of the regular meeting may be changed by action of the Board at any previous meeting. In the event of a change of meeting date, time or place, the Secretary for the Board shall give written notification to the Board members and shall inform the public of the change at least seventy-two (72) hours in advance of the meeting.

Regular meetings of the Board shall be held the first and third Wednesday of each month. Regular meetings of the Board shall normally be held **on the Fairfield Campus** at 4000 Suisun Valley Road, Room 626, Fairfield, CA 94534. **Regular meetings not held on the Fairfield Campus shall be held at the Vallejo Center at 545 Columbus Parkway, or at the Vacaville Center at 2001 North Village Parkway.**

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

Board Meetings: Time Limits

- 1. In the event the Board has scheduled both Open and Closed Sessions during one meeting, the total meeting time of both sessions shall not exceed 3 ½ hours, except by majority vote of the Board at that time.**
- 2. No action shall be taken after 3 1/2 hours, unless there has been a majority vote of the Board to determine a time certain for adjournment in order to hear urgent matters before the Board.**
- 3. Members of the Board shall have a total of no more than five (5) minutes each to speak or question staff, and shall be recognized no more than twice by the presiding officer, on any item during the same meeting. The Board, by majority vote, may make exceptions to this section. The motion shall contain the precise parameters of the exceptions to be made.**
- 4. If a Board member believes that a detailed explanation is needed on his/her views on an issue, he/she will be invited to prepare a written**

paper detailing the main points or concerns. Copies will be distributed to the Board and relevant parties.

5. Individual Board members shall have no more than five (5) minutes during the REPORT OF THE TRUSTEES to discuss any matter they determine to be pertinent to the educational jurisdiction of this District.
6. The Board may by majority vote, table to a date certain, any item before the Board.
7. In order to facilitate the Board's schedule, the Board President, or his/her designee to conduct the meeting, pursuant to District Policies and to Robert's Rules of Order, shall have the following rules of authority related to the efficient conduct of Board meetings and to comply with this Adjournment Policy:

To adjourn the meeting:

1. Prior to 3 1/2 hours if all items on the agenda have been considered by the Board.
2. At 3 1/2 hours pursuant to District Policy
3. After 3 1/2 hours at a time set by a majority vote of those trustees in attendance at the meeting.

REFERENCES/

AUTHORITY:

California Education Code Section 72000(d), ~~72121~~

California Government Code Sections 54954, 54954.1, 54954.2, 54954.3, 54952.2, 54953 et seq.; 54961 BP1025

ADOPTED:

March 18, 1987

REVISED:

May 19, 1999; June 6, 2007; Reviewed June 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

POLICY AND ADMINISTRATIVE PROCEDURE

1050

POLICY: **The Governing Board (also hereinafter referred to as the Board) shall conduct its business in accordance with District policies and procedures.**

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are adopted to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, ~~added to or~~ amended or **rescinded** at any regular or special Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended. **The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.**

All policies established by the Board become effective immediately upon their adoption unless an effective date is specified at the time of passage.

Administrative procedures are to be issued by the Superintendent/President as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Superintendent-President.

The Superintendent/President shall provide each new board member with copies of policies and procedures. Revisions will be given to each board member in a timely manner. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and administrative procedures shall be readily available to **district employees and the public** at the College Library, on the College Web site and such other places authorized by Superintendent/President.

REFERENCES/

AUTHORITY: California Education Code Section 70902

ACCJC Accreditation Standards IV.B.1.b & e IV.C.7, IV.D.4, I.B.7 and I.C.5

ADOPTED: July 7, 1982
REVISED: June 6, 2007; Reviewed October 20, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

BOARD MEMBER ABSENCE FROM THE STATE

POLICY NUMBER

POLICY:

No member of the Board shall be absent from the state for more than 60 days, except in any of the following situations:

- Upon business of community college district with the approval of the Board.
- With the consent of the Board for an additional period not to exceed a total absence of 90 days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Board appointed as set forth above may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.

REFERENCES/

AUTHORITY:

Government Code Section 1064

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

TO: **Members of the Governing Board**

SUBJECT: **STUDENT SERVICES REALIGNMENT**

REQUESTED ACTION:

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

SUMMARY:

To help support the Vice President of Student Services (VPSS) with an appropriate level of administrative support, the District is realigning the Student Services to include an Executive Coordinator position. This position will provide primary administrative support to the VPSS consistent with the level of support provided to other VPs. Funding is primarily derived from the Administrative Assistant IV position which is eliminated with the creation of this position. Whereas the position is at a higher pay rate, additional funding (approx. \$7,000 per year) will be supplemented by the General Fund. Attached is an organizational chart for the Student Services Division.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$7000</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

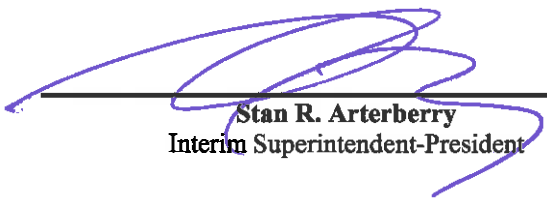
TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 7, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

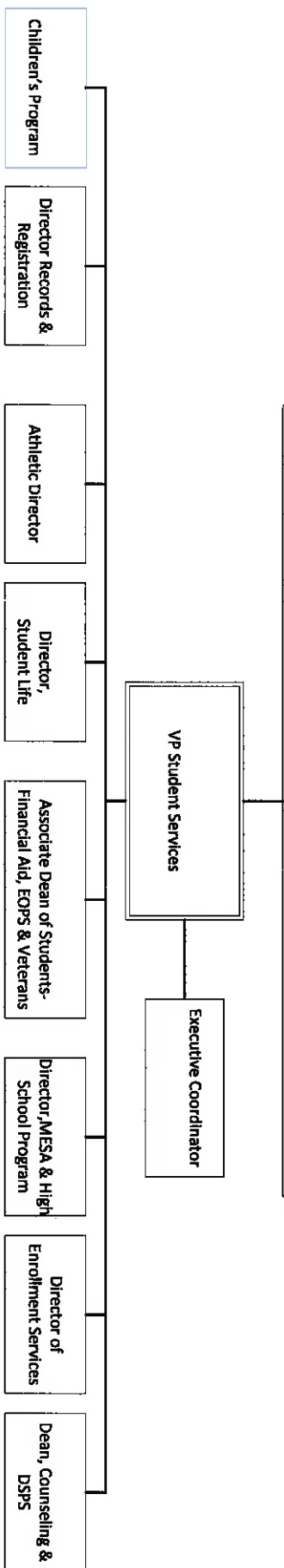

Stan R. Arterberry
Interim Superintendent-President

August 14, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College

Student Services 2015 - 16



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

TO: Members of the Governing Board

**SUBJECT: MEASURE G AND Q QUARTERLY PROGRESS UPDATE
 REPORT TO THE GOVERNING BOARD**

REQUESTED ACTION:

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

SUMMARY:

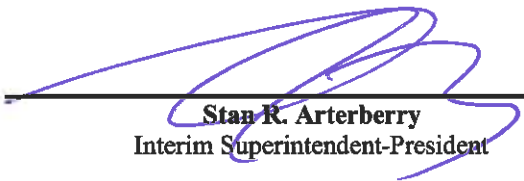
Solano CCD Measure G & Q Quarterly Progress Update Report is presented for Board information. This report includes program and project activities for Measure G and Q Bond Programs. It provides an overview of both programs, including a snapshot of project designs, construction activity, and a financial summary. The District is currently in fiscal year-end close and is also in process of completing the annual financial audit.

The report covers Measure G & Q Quarterly Bond activity between April 1, 2015 and June 30, 2015.

The report is available online and can be found at <http://www.solano.edu/measureq/cboc.php>

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Quarterly reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
SUPERINTENDENT'S RECOMMENDATION:		<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Leigh Sata Executive Bonds Manager			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS			
(707) 863-7855			
TELEPHONE NUMBER			
Executive Bonds Manager			
VICE PRESIDENT APPROVAL			
August 9, 2015			
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		 Stan R. Arterberry Interim Superintendent-President	
		August 9, 2015 DATE APPROVED BY SUPERINTENDENT-PRESIDENT	

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

TO: Members of the Governing Board

**SUBJECT: DISTRICTWIDE FURNITURE, FIXTURES, &
EQUIPMENT (FF&E) PROGRAM STANDARDS**

REQUESTED ACTION:

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

SUMMARY:

This report is presented for Board informational purposes only at this time. It provides an overview of the progress that has taken place to create a "Strategic Sourcing Protocol" to support implementation of the Districtwide FF&E Standard. A detailed standard will be presented as part of the District Standards Amendment for approval at a future meeting of the Board of Trustees.

This presentation has been shared with the Shared Governance and Measure Q Steering Committees.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary for future equipment and facilities planning.

<i>Ed. Code</i>	<i>Board Policy</i>	<i>Estimated Fiscal Impact</i>	<i>\$0</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

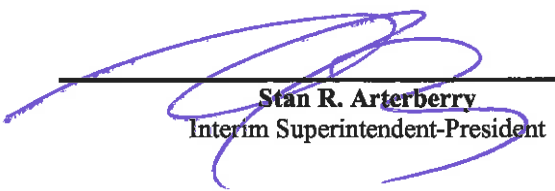
TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FAIRFIELD ATHLETICS MASTERPLAN
REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This report is presented for Board informational purposes only at this time. Staff was asked to renew the previous athletics masterplan and comment on the viability of the athletic facilities in general and the ability to support football in particular. A limited plan will be presented for approval at a future meeting of the Board of Trustees.

This presentation has been presented to the Shared Governance Committee.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary for future program and facilities planning.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$0

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: AERONAUTICS PROJECT UPDATE

REQUESTED ACTION:

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

SUMMARY:

On October 16, 2013, the Board approved an MOU with the Jimmy Doolittle Center to create a joint project for the mutual benefit of both institutions. On December 18, 2013, the Board approved the purchase contract for property adjacent to the Nut Tree airport.

Since that time, various agencies have reviewed and approved the site master plan, an aeronautics and educational consultant was hired to study the viability of the program expansion within the County, including a review of the availability of jobs in the marketplace for trained aeronautics mechanics. This report was reviewed by the Vice President of Academic Affairs and the Dean of Career Technical Education. The project plans will be reviewed by the Aeronautics faculty and Shared Governance, and a recommendation about the project implementation will be made to the Board in the near future.

Assuming the Board is satisfied with the information provided, a Project Initiation Form (PIF) will be brought to the Board for approval, indicating the Board's authorization to proceed with the project. The maximum District contribution to the total project is \$15M, per the terms of the MOU.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary for future program and facilities planning.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

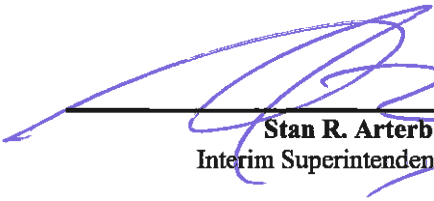
Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 9, 2015

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT


Stan R. Arterberry
Interim Superintendent-President

August 9, 2015

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CCFS-311Q FINANCIAL REPORT, FOURTH QUARTER,
FY 2014-2015

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the fourth quarter of FY 2014-2015 is attached for the Board's review and information.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3020 Estimated Fiscal Impact: N/A California Code of Regulations (CCR) 58305(d)

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

August 7, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


Stan R. Arterberry
Interim Superintendent-President

August 7, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**