# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

CONSENT CALENDAR - HUMAN RESOURCES

**REQUESTED ACTION:** 

APPROVAL

### **EMPLOYMENT 2012-2013**

Regu	lar A	Assig	nm	ent
	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	The second name of the second	-	THE OWNER WHEN

Name	Assignment	Effective
Nancy E. Blanc	Admissions & Records Analyst	10/31/12

### Short-term/Temporary/Substitute

Snort-term/1 emporary/Substitute			
<u>Name</u>	Assignment	Dates	Amount
Eileen Amick	Substitute Ex. Assist HR	11/01/12 - 01/11/13	\$19.84 hr.
Ricky Austin III	Substitute Custodian	11/08/12 - 06/30/13	\$12.41 hr.
Sam Balsley	Facilitator: Chemistry Open		Ψ12. 11 III.
	Lab	08/13/12 - 05/20/13	\$66.01 hr.
Eugene Buban	Web Master - Accreditation	11/01/12 - 11/30/12	\$23.93 hr.
Kathleen Conrad	Facilitator: Chemistry Open		Ψ23.93 III.
	Lab	08/13/12 - 05/20/13	\$68.56 hr.
Carlene Coury	Basic Skills (meetings)	10/15/12 - 06/30/13	\$58.02 hr.
Dale Crandall-Bear	Distance Education	12/24/12 - 01/11/13	\$66.01 hr.
Richard Cross III	Substitute Custodian	11/08/12 - 06/30/13	\$12.41 hr.
Annette Dambrosio	Accreditation Editor	10/21/12 - 11/30/12	**
Barbara Gravely	Cosmetology Lab Assist,	10/21/12 - 11/30/12	\$68.56 hr.
*	Extra Hours	08/15/12 - 05/25/13	\$19.15 hr.
Melissa Gunby	English Lab, Additional	00/13/12 03/23/13	\$19.13 III.
	coverage	11/08/12 - 06/30/13	\$62.02 hr.
Leigh Anne Jones			
James Long	Substitute Admin. Assist. III	10/22/12 - 11/20/12	\$17.57 hr.
James Long	English Lab, Additional	11/00/10 05/20/2	same acres of the M
	coverage	11/08/12 – 06/30/13	\$66.01 hr.

Charo Albarrán

Interim Director, Human Resources

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

October 26, 2012

Date Submitted

October 26, 2012

Date Approved

### SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting November 7, 2012 Page 2

	ry/Substitute continued:		
<u><b>Name</b></u> Tom McPike	Assignment Theater Technician, Dramatic	<u>Dates</u>	<b>Amount</b>
Kelly Ryan	Arts English Lab, Additional	11/08/12 - 06/30/1	3 \$12.00 hr.
Joshua Scott	coverage	11/08/12 - 06/30/1	3 \$58.02 hr.
	First Year Experience (meetings)	08/31/12 – 12/17/1	2 \$58.02 hr.
Neeta Sharma	Facilitator: Chemistry Open Lab	08/13/12 - 05/20/1	3 \$68.56 hr.
Kamber Sta Marie	FYSI/YESS (Foster Youth success Initiative/Youth Empowerment Success Stratigies)	07/01/12 - 06/30/1	
Joanne Strickland	Curriculum Development – CTE/Business	11/08/12 – 05/25/1	2 0.001
Julie Tovar	English Lab, Additional		ΨΟΣ.ΟΣ ΙΙΙ.
Conner Watson	coverage Theater Technician, Dramatic	11/08/12 – 06/30/13	φ30.02 III.
Karen Watson	Arts Basic Skills (meetings)	11/08/12 - 06/30/13 10/18/12 - 06/30/13	
Stephanie Whited	Theater Technician, Dramatic Arts		\$20.00 III.
Michell Williams	Office Assistant – UMOJA	10/01/12 - 06/30/12 10/18/12 - 06/30/13	
Released Time			
<u>Name</u> Ferdinanda Florence	Assignment 9/2 Fine & Applied Arts	6 of Released Time	<u>Dates</u>
	Coordinator	20%	10/24/12 - 5/24/12
<u>Professional Experts</u> Name	Assignment	D	
Alexandra Apaka	Journey Level Assistant	<u>Dates</u>	<u>Amount</u>
Barbara "B.J." Bandy	Fire Academy Cutter/draper for <i>Of Mice &amp;</i>	11/08/12 – 06/30/13	\$25.00 hr.
Chris Bishop	<u>Men</u> Journey Level Assistant	11/08/12 – 12/24/12	\$20.00 hr.
Jim A. Boston	Fire Academy Journey Level Assistant	11/08/12 - 06/30/13	\$25.00 hr.
Steven G. Bowman	Fire Academy Journey Level Assistant	11/08/12 - 06/30/13	\$25.00 hr.
Joel W. Brick	Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
	Journey Level Assistant Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
Douglas Bridewell	Journey Level Assistant Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.

### SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting November 7, 2012 Page 3

Professional	Experts	continued:

Assignment  Lourney Level Assistant	<u>Dates</u>	<b>Amount</b>
	11/08/12 _ 06/30/12	Φ25 00 1
	11/00/12 - 00/30/13	\$25.00 hr.
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
		Ф23.00 ін.
	11/08/12 - 06/30/13	\$25.00 hr.
Journey Level Assistant		
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
	11/09/12 06/20/12	
	11/08/12 - 06/30/13	\$25.00 hr.
	11/08/12 - 06/30/13	£25.00.1
	11/00/12 - 00/30/13	\$25.00 hr.
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
Journey Level Assistant		Ψ25.00 III.
	11/08/12 - 06/30/13	\$25.00 hr.
	11/08/12 - 06/30/13	\$25.00 hr.
	11/00/10 05/15	
	11/08/12 - 06/30/13	\$25.00 hr.
	11/08/12 06/20/12	<b>#27</b> 001
	11/08/12 - 00/30/13	\$25.00 hr.
	11/08/12 - 06/30/13	\$25.00 hr.
	11, 00, 12 00, 30, 13	\$23.00 III.
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
		\$25.00 III.
	11/08/12 - 06/30/13	\$25.00 hr.
	11/08/12 - 06/30/13	\$25.00 hr.
	11/09/12 06/20/12	
	11/08/12 - 06/30/13	\$25.00 hr.
	11/08/12 - 06/30/12	\$25.00 L
	11/00/12 - 00/30/13	\$25.00 hr.
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
Journey Level Assistant	1 3.0 0.13	Ψ23.00 III.
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
	11/08/12 - 06/30/13	\$25.00 hr.
	11/00/10 00/20	
Fire Academy	11/08/12 - 06/30/13	\$25.00 hr.
	Journey Level Assistant Fire Academy Journey Level Assistant	Journey Level Assistant Fire Academy Journey Level Assistant

# SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

**Governing Board Meeting** 

November 7, 2012

Page 4

# **Professional Experts continued:**

Name Michael Zichichi Assignment

Journey Level Assistant

Fire Academy

**Dates** 

Amount

11/08/12 - 06/30/13

\$25.00 hr.

# **GRATUITOUS SERVICE**

School/Department	<u>Name</u>	Assignment
School of Human Performance	-	
& Development	Monica Brunke	Volleyball Assist.
Student Services/MESA	Chrystal Borrayo	Student Health Center
Student Services/MESA	DeWayne D. Cook	Student Health Center
Student Services/MESA	Essie Kosmerl	Student Health Center
School of Science	Dianne Sorrera	Lab Assist.
Student Services/MESA	Donna Stretter	Student Health Center
Student Services/MESA	Michaela Tantow	Student Health Center
Student Services/MESA	Vashtie Webster	Student Health Center
Student Services/MESA	Derek Wohler	Student Health Center

AGENDA ITEM MEETING DATE November 7, 2012

10.(c)

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

WARRANT LISTINGS

**REQUESTED ACTION:** 

SUPERINTENDENT-PRESIDENT

APPROVAL

### **SUMMARY:**

It is recommended that the following warrants be approved:

10/3/2012 10/3/2012 10/3/2012 10/5/2012 10/11/2012 10/11/2012 10/17/2012 10/17/2012 10/19/2012 10/25/2012 10/25/2012	Vendor Payment	11042262-11042265 11042266-11042274 11042275-11042347 11042348-11042367 11042368-11042422 11042423-11042427 11042428-11042494 11042495-11042497 11042498-11042529 11042530-11042612 11042613-11042618	\$77,052.33 33,671.43 322,019.79 3,265.56 87,898.14 418,137.32 194,518.17 138,829.91 7,527.16 246,823.88 78,803.50
0.1			\$1,608,547.19

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

Government Code: ECS 70902 & 81656	Board Policy: 3240	Estimated Fiscal Impact: \$1,608,547.19
SUPERINTENDENT'S RECO	OMMENDATION:	APPROVAL □ DISAPPROVAL
Yulian I. Ligioso, Vice President Finance and Administration		□ NOT REQUIRED □ TABLE
PRESENTER'S	SNAME	$\mathcal{M}$
4000 Suisun Val Fairfield, CA	lley Road 94534	Jall 19
ADDRESS		JOWEL C. LAGUERRE, Ph.D. Superintendent-President
707-864-7209		supermitendent-President
TELEPHONE N	UMBER	
Finance and Admi	inistration	041 04
ORGANIZATION		October 26, 2012  DATE APPROVED BY
October 26, 2012		SUPERINTENDENT-PRESIDENT
DATE SUBMIT	ГЕД ТО	

AGENDA ITEM 10.(d)

MEETING DATE November 7, 2012

### 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

### School of Liberal Arts Dr. Jeffrey Lamb, Responsible Manager

<u>Name</u>	Assignment	<b>Effective</b>	Amount
Paul Linde	Serve as guest speaker for one class meeting of English 348G.	One Day- November 9, 2012	Not to exceed \$67
School of Liberal Arts <u>Dr. Renneé Moore, Responsible Manager</u>			
William Hackwell	Sponsored by Dr. Karen McCord to provide a presentation to students.	One Day- October 27, 2012	Not to exceed \$300
Janks Morton	Sponsored by Dr. Karen McCord to provide a presentation to students.	One Day- November 6, 2012	Not to exceed \$1,500
Wadie Thomas	Sponsored by Dr. Karen McCord, to provide a presentation to students.	One Day- November13, 2012	Not to exceed \$500

Yulian I. Ligioso

Vice President, Finance and Administration

JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

October 26, 2012

**Date Submitted** 

October 26, 2012

**Date Approved** 

SOLANO COMMUNITY COLLEGE DISTRICT CONSENT CALENDAR – FINANCE AND ADMINISTRATION GOVERING BOARD MEETING - NOVEMBER 7, 2012 PAGE 2

# PROFESSIONAL SERVICES AGREEMENTS (continued)

### Small Business Development Center Charles Eason, Responsible Manager

Andrea Rothman

Provide business advising

November 8, 2012-December 31, 2012

Not to exceed \$800

and training for the Solano College Small Business

Development Center.

Ali Ghandchi

Provide business advising

November 8, 2012-December 31, 2012

Not to exceed \$800

for the Solano College Small Business

Development Center.

### <u>Vacaville Center</u> <u>Dr. Shirley Lewis, Responsible Manager</u>

Richard E. MacKenzie Plan, develop, coordinate, and execute all activities

November 8, 2012-May 31, 2013 Not to exceed \$45,300

associated with the Fire Technology Academy.

# Academic & Student Affairs J. Arturo Reyes, Responsible Manager

Steve Lessler

Provide business services

November 1, 2012-October 31, 2013.

Not to exceed \$6,000

and complete special projects pertaining to business development.

AGENDA ITEM 10.(e)
MEETING DATE November 7, 2012

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

_		AGENDA ITEM	
TO:	Members of the	Governing Board	
SUBJECT:	DISTRICT AUTHORIZED SIGNATURES SIGNING AUTHORITY, RESOLUTION NO. 12/13-05		
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
Board approval is requested signature form and Resolutio	to change District n No. 12/13-05.	authorized signatures per the	he following official
Government Code: N/A	Board Policy:	Estimated	d Fiscal Impact: N/A
SUPERINTENDENT'S RECOM	IMENDATION:	APPROVAL     □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Yulian I. Ligioso, Vice I Finance & Administr	President ration		
PRESENTER'S NA		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
400 Suisun Valley R	toad	Level	
Fairfield, CA 9453		Alla	w.
ADDRESS		JOWEL C. LAGU	ERRE, Ph.D.
707-864-7209		Superintendent	-President
TELEPHONE NUM	BER		
Pinana and Ad			
Finance and Administr		October 26,	
OIGINIZATIO)	. 7	DATE ADDDO	VED DV

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

October 26, 2012

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### SOLANO COMMUNITY COLLEGE DISTRICT

### GOVERNING BOARD

# RESOLUTION TO AUTHORIZE SIGNATURES ON OFFICIAL FINANCIAL DOCUMENTS

### RESOLUTION NO. 12/13-05

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District include: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

ROSEMARY THURSTON

**BOARD PRESIDENT** 

JOWEL C. LAGUERRE, Ph.D.

SUPERINTENDENT-PRESIDENT

YULIAN I. LIGIOSO

VICE PRESIDENT, FINANCE AND ADMINISTRATION

# 

# SOLANO COMMUNITY COLLEGE DISTRICT

### **GOVERNING BOARD**

# RESOLUTION TO AUTHORIZE SIGNATURES ON OFFICIAL FINANCIAL DOCUMENTS

RESOLUTION NO. 12/13-05 (Continuing – Page 2)

J. ARTURO REYES

EXECUTIVE VICE PRESIDENT, ACADEMIC AND STUDENT AFFAIRS

PATRICK KILLINGSWORTH

DIRECTOR, FISCAL SERVICES

CHARO ALBARRÁN

INTERIM DIRECTOR, HUMAN RESOURCES

# 

# SOLANO COMMUNITY COLLEGE DISTRICT

### **GOVERNING BOARD**

# RESOLUTION TO AUTHORIZE SIGNATURES ON OFFICIAL FINANCIAL DOCUMENTS

RESOLUTION NO. 12/13-05 (Continuing – Page 3)

**PASSED AND ADOPTED**, this 7<sup>th</sup> day of November 2012, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON

BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.

**SECRETARY** 

AGENDA ITEM 10.(f)
MEETING DATE November 7, 2012

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL SMALL BUSINESS DEVELOPMENT CENTER

SERVICES AGREEMENT WITH CITY OF VALLEJO FOR

**FISCAL YEAR 2012-2013** 

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

### **SUMMARY:**

This agenda item is to renew a Consultant and Professional Services Agreement between the Solano College Small Business Development Center (SBDC) and the city of Vallejo. The scope of the Agreement will include the delivery of entrepreneurial training and one-on-one counseling to Vallejo small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration (SBA) funding that the SBDC receives. The amount of the Agreement is \$12,000 for the period July 1, 2012 through June 30, 2013.

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

Government Code: CFR Title 13 Board	Policy: 3520 Estimated Fiscal Impact: \$12,000  Revenue from City of Vallejo
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Charles Eason, Director Small Business Development Center	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	Julian.
ADDRESS	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
(707) 864-3382	Supermendent-Fresident
TELEPHONE NUMBER	
Academic and Student Affairs	October 26, 2012
ORGANIZATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

# CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2012, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

- 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification. Consultant shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

- 5. Insurance Requirements. Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
- 6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a)

the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

- 7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.
- 8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.
- 9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.
- 10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.
- 11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of

Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

- 13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.
- 14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

- 15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.
- 16. Term. The term of this Agreement shall commence on July 1, 2012, and shall continue in full force and effect until June 30, 2013.
- 17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed

calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

- 19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.
- 20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

- 21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.
- 22. Non-Discrimination/Fair Employment Practices.

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

- (b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.
- 23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Annette Taylor

Senior Community Development Analyst

**Economic Development Division** 

555 Santa Clara Street Vallejo, CA 94590

If to Consultant:

Charles Eason

Director

Solano College SBDC 360 Campus Lane, Ste. 102

Fairfield, CA 94534

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the

entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

- 25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.
- 26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- 29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.
- **30. Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.
- 32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of

services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

- 33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.
- 34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.
- 35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.
- 36. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.
- **37. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

SOLANO COLLEGE SMALL BUSINES DEVELOPMENT CENTER A Not-for-profit corporation	S CITY OF VALLEJO, A municipal corporation
By:	By: Daniel E. Keen City Manager
DATE:	DATE:
	ATTEST:
	By:
	APPROVED AS TO CONTENT:
	Ursula Luna-Reynosa Economic Development Director
	APPROVED AS TO INSURANCE REQUIREMENTS:
es e · · · · · · · · · · · · · · · · · ·	Darrell Handy Risk Manager
	APPROVED AS TO FORM:
a a	Claudia Quintana City Attorney

### **EXHIBIT A**

### SCOPE OF WORK

### 1. Representatives.

The City Representative for this Agreement is:

Annette Taylor Senior Community Development Analyst Economic Development Division 555 Santa Clara Street Vallejo, CA 94590 707-649-3510 707-648-4499

The Consultant's Representative for this Agreement is:

Charles Eason Director Solano College SBDC 360 Campus Lane, Ste. 102 Fairfield, CA 94534 707-864-3382 707-864-8025

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

### Attachment 1 to Exhibit A

To

# Service Agreement between the City of Vallejo and the Solano College Small Business Development Center

### Scope of Services

### **OBLIGATION OF GRANTEE**

CONSULTANT agrees to provide the following to CITY:

# A. <u>Collaborate with Existing Business Assistance Programs and Economic Development Entities</u>

CONSULTANT will coordinate and collaborate with other business and economic development entities throughout the Solano/Napa region such as the Vallejo Business Alliance (Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber), Vallejo Main Street, and local business associations. The Center will coordinate activities, market programs and services, and participate in joint events such as the annual Vallejo Business Alliance Business Expo and Business Mixer.

# B. Vallejo-based technical assistance

At least six hours of technical assistance (e.g., business planning, operations, accounting, financing, marketing, and other small business development issues) per week will be available to Vallejo small businesses. This assistance will include follow-up with clients to determine progress of business development.

### C. Cooperative Marketing Program

CONSULTANT will be responsible for coordinating and implementing marketing outreach activities. Activities will include:

Publishing an insert in the City of Vallejo Quarterly Business Newsletter. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.

Flyers/Postcards/Other. The Center proposes to utilize flyers, postcard mailings, and other outreach methods to further promote and communicate resource information to the Vallejo business community. Flyers and/or postcards will be mailed to announce upcoming events, such as the Lenders Fairs, as well as availability of one-on-one counseling services and other offerings.

Presentations to Business Groups. The Center will make at least one presentation to the Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Filipino American Chamber of Commerce of Solano County, and Solano County Black Chamber of Commerce explaining CONSULTANT'S services and increased presence in Vallejo. These presentations will be a part of a comprehensive marketing program to advertise

CONSULTANT'S services to Vallejo businesses.

CITY will conduct one mailing to targeted Vallejo businesses to advertise services of CONSULTANT.

CONSULTANT will market State loan guarantee programs, Small Business Administration (SBA) loan guarantee programs, and micro-loan programs to businesses in Vallejo.

### E. Workshops/Training Programs

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair. The event will take place on November 10th 2011. The event will consist of an "Access to Capital" workshop featuring a panel of government and private lending institution representatives who will present information on various loan programs and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

Seminars/Workshops. The Center plans to conduct a variety of seminars and workshops designed to assist regional businesses in market diversification and strengthening their competitive position. Proposed topics include:

Starting and Managing a Business
Business Planning
Small Business Financial Management
Small Business Financing
Marketing
Retaining and Motivating Employees
Selling to the Government
Customer Service
E-Commerce
Public Relations
Basic Bookkeeping/Record Keeping
Computerized Accounting

A series of no less than six seminars focusing on small business issues will be conducted by CONSULTANT in Vallejo during the fiscal year. CONSULTANT shall market these programs to local business organizations.

### F. <u>Progress Reports</u>

Progress reports describing the status of technical assistance provided to Vallejo clients will be sent to the CITY as follows:

- For the period between July 1, 2012 December 31, 2012.
   Report due to CITY by February 15, 2013.
- For the period between January 1, 2013 June 30, 2013.
   Report due to CITY by August 15, 2013.

The following listings shall also be included in the progress reports:

Number and type of business seminars conducted for the period.

Number of business seminar attendees for the period.

Number of businesses receiving one-on-one counseling (technical assistance).

Number of hours of one-on-one counseling (technical assistance provided).

Breakdown of the type of technical assistance provided for the period.

Summary of economic impact resulting from technical assistance services.

Description of presentations to business groups.

The Center will also provide progress report presentations to the Vallejo City Council as needed.

#### **EXHIBIT B**

#### COMPENSATION

# Consultant's Compensation.

A. <u>Services</u>: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement in a total sum of Twelve Thousand Dollars (\$12,000) in two payments of Six Thousand Dollars (\$6,000) each as set forth in Attachment 1 of Exhibit A.

B. Request for payment shall be sent to:

Annette Taylor Senior Community Development Analyst] Economic Development Division 555 Santa Clara Street Vallejo CA 94590

### Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

#### 6. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

# 7. Taxpayer Identification Number. Consultant shall provide City with an IRS

Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

### Attachment 1 to Exhibit B

To

# Service Agreement between the City of Vallejo And Solano Community College Small Business Development Center

#### Fees

Upon satisfactory completion of performance standards outlined in Section II.A., City will make payments to GRANTEE as follows:

- A. Upon receipt of First Progress Report \$6,000
- B. Upon receipt of Second Progress Report \$6,000

#### **EXHIBIT C**

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

# A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

# B. <u>Minimum Limits of Insurance</u>

Consultant shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to

California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

 Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

# C. <u>Deductible and Self-Insured Retention</u>

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

# D. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
- 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

- The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

# E. Acceptability of Insurers

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

# F. <u>Verification of Coverage</u>

Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo Attn.: Risk Manager 555 Santa Clara Street Vallejo, CA 94590

### G. <u>Subcontractors</u>

Consultant shall include all subcontractors as insureds under its policies or

shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### H. Payment Withhold

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

AGENDA ITEM 10.(g)
MEETING DATE November 7, 2012

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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- 1		

Members of the Governing Board

**SUBJECT:** 

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

REQUESTED ACTION: A

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

### **SUMMARY:**

During the fall 2012 semester in the months of October and November 2012, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by <u>Title 5</u>, Chapter 6, Subchapter 2, beginning with §55100.

Government Code <b>Title V, Chapter 6, Subchapter</b> . Estimated Fiscal Impact: N/A	2, beginning with §55100 Board Policy: 6100
SUPERINTENDENT'S RECOMMENDATION:	
J. Arturo Reyes, Executive Vice President Academic and Student Affairs	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS	THE CHANGE
	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
(707) 864-7102	1 Toblashi
TELEPHONE NUMBER	
Academic and Student Affairs	October 26, 2012
ORGANIZATION	DATE APPROVED BY
0.4.106.0010	SUPERINTENDENT-PRESIDENT
October 26, 2012	

### SOLANO COMMUNITY COLLEGE

### REQUEST FOR APPROVAL OF **CURRICULUM COMMITTEE CURRICULUM ACTIVITIES**

During the fall 2012 semester in the months of October and November, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

#### **NEW COURSES**

(CP12-139) OT 054A Beginning Keyboarding A (CP12-140) OT 054B Beginning Keyboarding B (CP12-141) OT55A Intermediate Keyboarding A CP12-142) OT55B Intermediate Keyboarding B

#### COURSE MODIFICATIONS

(CP12-143) GEOG 001 Physical Geography - Add Hybrid

(CP12-144) GEOL 001 Physical Geology - Add Hybrid

(CP12-145) GEOL 005 Geology of California - Add Hybrid

(CP12-122) KINE 020D Baseball Theory and Practice I - Name Change, Textbooks, TOP Code

(CP12-123) KINE 020E Baseball Theory and Practice II - Name Change, Textbooks, TOP Code

(CP12-124) KINE 020F Football Theory and Practice I - Name Change, Textbooks, TOP Code (CP12-125) KINE 020G Football Theory and Practice II - Name Change, Textbooks, TOP Code

(CP12-126) KINE 020H Care and Prevention of Athletic Injuries- Name Change, Textbooks, TOP

(CP12-127) KINE 020J Softball Theory and Practice II - Name Change, Textbooks, TOP Code

(CP12-128) KINE 020M Volleyball Theory and Practice I - Name Change, Textbooks, TOP Code

(CP12-129) KINE 020N Volleyball Theory and Practice II - Name Change, Textbooks, TOP Code (CP12-130) KINE 020P Softball Theory and Practice I - Name Change, Textbooks, TOP Code

(CP12-131) KINE 020Q Soccer Theory and Practice I - Name Change, Textbooks, TOP Code

(CP12-132) KINE 020R Soccer Theory and Practice II - Name Change, Textbooks, TOP Code

(CP12-133) KINE 020S Advanced First Aid and Emergency Care - Name Change, Textbooks, TOP Code

(CP12-134 KINE 020W Concepts of Physical Fitness - Name Change, Textbooks, TOP Code

(CP12-135) KINE 020X Basketball Theory and Analyses I - Name Change, Textbooks, TOP Code

(CP12-136) KINE 020Y Basketball Theory and Analyses II - Name Change, Textbooks, TOP Code

### NEW/REVISED CREDIT PROGRAMS OR CERTIFICATE PROGRAMS

(CP12-137) Art History A.A.

(CP12-138) Art History A.A. - T

(CP12-146) Medical Front Office Clerk (Certificate of Achievement)

#### **MAJOR DELETIONS**

(CP12-147) Office Technology - Medical Transcription Specialist (Certificate of Achievement) (CP12-148) Retail Clerk (Certificate of Achievement)

AGENDA ITEM 10.(h)
MEETING DATE November 7, 2012

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL AGREEMENT BETWEEN CALIFORNIA COMMUNITY COLLEGES CAREER TECHNICAL EDUCATION PATHWAYS INITIATIVE AND SOLANO COMMUNITY COLLEGE DISTRICT TO MANAGE COMMUNITY COLLABORATIVE GRANT ACTIVITIES

**REQUESTED ACTION:** 

APPROVAL

### **SUMMARY:**

Solano Community College District is in receipt of a Community Collaborative Grant for FY 2012/13 in the amount of \$411,350.00. This item is being presented to the Governing Board for approval.

The grant funds will be used to develop curriculum, provide professional development for faculty, build career pathways and provide career awareness in Water/Wastewater, Entrepreneurship, Advanced Manufacturing and Health Information Technology. Grant activities will be for Solano County college and middle and high school students.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Contract Education, Workforce and Economic Development.

Approval is requested at this time.

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Government Code: 78021 Board Policy: CEO 2012-13 Goals: #5	3520	Estimated Fiscal Impact: \$4	411,350 revenue
SUPERINTENDENT'S RECOMMENDATION	[:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL
Deborah Mann, Director Contract Education, Workforce and Economic Development		1 /4	
PRESENTER'S NAME		July	$\omega$
4000 Suisun Valley Road Fairfield, CA 94534		Ans	tife.
ADDRESS		JOWEL C. LAGUE	ERRE, Ph.D.
707-864-7195		Superintendent-I	President
TELEPHONE NUMBER			
Academic and Student Affairs		October 26, 2	2012
ORGANIZATION		DATE APPROV	
October 26, 2012		SUPERINTENDENT:	-PRESIDENT

(281)SOLANO COMMUNITY COLLEGE

Grant Number: Fig 12-140-281

Fiscal Year; 2012-2013

# Partner Information

Partner Name	САТ	T Contact	Contact Title	Phone		
Anheuser Busch	8	Damon Waker	Manager	(707) 429-7619 Ext.	damon.waker@anheuser- busch.com	Address 3101 Busch Drive Fairfield, CA , Fairfield CA 94534-9726
Armijo High, Fairfield-Suisun Unified	K12	Dan Gutowski	Virtual Enterprise Instructor	707-438-3459 Ext.	dang@fsusd.k12.ca.us	824 Washington Street , Fairfield CA 94533
Armijo High, Fairfield-Suisun Unified	K12	Dave George	Instructor-Armijo High, FS Unified	707-438-3459 Ext.	dgeorge@fsusd.k12.ca.us	824 Washington Street , Fairfield CA 94533
Benicia High, Benicia Unified	K12	Josh Bradley	Instructor	707-747-8325 Ext.	jbradley@beniciaunified.org	1101 Military West , Benicia CA 94510
Benicia Uniffed	COE	Dan Biro	Instructor Benicia Unified	707-747-8325 Ext.	dbiro@beniciaunified.org	1101 Military West , Benicia CA 94510
CableCom of California Inc.	В	Dave Rugg	Design Manager	707-759-5741 Ext.	dave.rugg@cablecomllc.net	825 Chadbourne Rd. , Fairfield CA 94534
Central Contra Costa Sanitary District B	В	Ann Farrell	General Manager	925-229-7302 Ext.	afarrell@centralsan.org	5019 Imhoff Place , Martinez ca 94553
City of Fairfield Economic Development	В	Charles R. Ching	Charles R. Ching Manager - Economic Development	707-428-7039 Ext.	cching@fairfield.ca.gov	360 Campus Lane- Ste. 102 , Fairfield CA 94534
City of Vallejo	0,	Annette Taylor	Senior Community Development Analyst	707-649-3510 Ext.	annette@ci.vallejo.ca.us	P.O. Box 3068 , Vallejo CA 94590
Delta Diablo Sanitation District	B	Steven Dominquez	Plant Manager	925-756-1967 Ext.	steved@ddsd.org	2500 Pittsburg-Antioch Highway , Antioch CA 94509
Diablo Water District	В	Mike Yeraka	General Manager and Chief Engineer	925-625-6159 Ext. r	mikegm1@aol.com	PO Box 127 , Oakley CA 94561
Dixon High, Dixon Unified	K12	Sarah Erhman	Instructor	707-693-6330 Ext.	SEhrman@dixonusd.org	555 College Way , Dixon CA 95620

Dixon Unified	700		- 1			
	3	Marcus Tanaka	Instructor-Dixon Unified	707-693-6330 Ext.	mtanaka@dixonunified.org	555 College Way , Dixon CA 95620
Dublin San Ramon Services District	8	Levi Fuller	Chief Plant Operator	925-875-2300 Ext	fuller@dsrsd.com	7399 Johnson Drive , Pleasanton CA 94588- 3862
East Bay Municipal Utility District	Ω	James F. Smith	Superintendent of Water	510-287-1967 Ext.	jfsmith@ebmud.com	PO Box 629 , Orinda CA 94563
Education Fund	<u>m</u>	Elizabeth Toups	Executive Director	510-250-6833 Ext.	etoups@seui-uhweduc.org	360 22nd Street, Suite 200 , Oakland CA 94534
Fairfield-Suisun Unified	COE	Kellie Clinger	Instructor	510-848-1984 Ext.	kelliecl@fsusd.org	5000 Red Top Rd , Fairfield CA 94533
Foulk Gomez & Associates	8	Shawn Carney	Manager	707-864-0784 Ext.	shawn@foulkgomez.com	4777 Mangels , Fairfield CA 94534
Golden West Middle School	0	Karin Van Klaveren	Instructor	707-437-8240 Ext.	kvanklaveren@travisusd.k12.ca.us	kvanklaveren@travisusd.k12.ca.us 2651 DeRonde Drive , Fairfield CA 94533
Kaiser Foundation Health Plan, Inc	8	Peggy Hilden	Director-Health Care Education	510-987-3359 Ext.	Peggy, Hilden@KP. org	1950 Franklin Street , Oakland CA 94612
Kaiser Foundation Health Plan, Inc	B	Brett Knight	Director, Strategic Workforce Management	510-987-3359 Ext.	brett.d.knight@kp.org	1950 Franklin Street , Oakland CA 94612
NorthBay Healthcare	Ø	Donna Dabeck	Manager	707-399-4815 Ext.	DDabeck@NorthBay.org	4500 Business Center Dr., Fairfield CA 94534
Rexam	B	Christine Kelichner	Human Resources Manager	(707) 437-6645 Ext.	christine.kelichner@rexam.com	2433 Crocker Circle , Fairfield CA 94533
Richmond Municipal Sewer District	8	Chad Davisson	Wastewater/Stormwater Manager	510-620-5486 Ext.	chad_davisson@ci.richmond.ca.us	450 Civic Center Plaza , Richmond CA 94504
SOLANO	၁၁၁	Maire A. Morinec Dean-Career Business	Technical Education &	707-864-7000 Ext. 4468	maire.morinec@solano.edu	4000 Suisun Valley Road , Fairfield CA 94534
SOLANO	000	James DeKloe	Bio-Tech Instructor	707-864-7000 Ext. j	james.dekloe@solano.edu	4000 Suisun Valley Road , Fairfield CA 94534-3197
SOLANO	202	Jowel Laguerre	Superintendent/President 7	707-864-7110 Ext.	jowel.laguerre@solano.edu	4000 Suisun Valley Road , Fairfield CA
SOLANO	၁၁၁	Debra Berrett	Faculty 7	707-864-7139 Ext. d	debra.berrett@solano.edu 4	4000 Suisun Valley Road , Fairfield CA 94705-3197

SOLANO	၁		Marylou Fracisco Faculty-Office Technology	707-864-7000 Ext. 44373	marylou.fracisco@solano.edu	4000 Suisun Valley Road , Fairfield CA 94534
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SOLANO	ပ္ပ	Deborah Mann	Director of Workforce and Economic Development	707-864-7195 Ext.	deborah.mann@solano.edu	4000 Suisun Valley Road , Fairfield CA 94534-3197
SOLANO	000	Julia May	Coordinator-CTE Transitions	707-864-7000 Ext.	juliamay1@mac.com	4000 Suisun Valley Road , Fairfield CA 94534
SOLANO	ပ္ပ	Thomas Watkins	Thomas Watkins Faculty-Business and Marketing	707-864-7000 Ext. 4374	Thomas.Watkins@solano.edu	4000 Suisun Valley Road , Fairfield CA 94534-3197
SOLANO COMMUNITY COLLEGE	CTE	Gillie Miller	Manager-CTE/Workforce Dev.	707-399-4802 Ext.	gillie.miller@solanocoe.net	2460 Clay Bank Road , Fairfield CA 94534- 3197
SOLANO COMMUNITY COLLEGE	CTE	Polly Farina	CTE Instructional Support Specialist	707-399-4815 Ext.	pfarina@solanicoe.net	2460 Clay Bank Road , Fairfield CA 94534- 3197
Solano County Office of Education	COE	Janet Harden	Assistant Superintendant of HR/CTE/MD	707-399-4411 Ext.	jharden@solanocoe.net	5100 Business Center Drive , Fairfield CA 94534
Solano Economic Development Corporation	0	Sandy Person	President (	(707) 864-1855 Ext.	sandy@solanoedc.org	360 Campus Lane, Suite 102 , Fairfield CA 94534-3197
Travis Credit Union	В	Rayanne Berry	Business Services Manager	707-469-1964 Ext.	rberry@traviscu.org	One Travis Way , Vacaville CA 95687
Vacaville Unified	COE	Terri Shook	Instructor-Vacaville High School	707-453-6100 Ext. tt	tshook@vacavilleunifled.org	100 W. Monte Vista Ave , Vacaville CA 95688

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	707-437-8000 Ext.   lleone@travisusd.k12.ca.us	,,,,,		707-437-8000 EXt.	0.000		(707) 863-3501 Ext. rbloom@solanowib.org	
	Virtual Enterprise Instructor		Instructor			Expositive Director		
1	Lisa Leone		Kristin Shields			Robert Bloom		
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Vanden High Travis Unified		The second	valideri riign, Travis Unffied			Workforce Investment Board of	Solano County	

Grant Number: 12-140-281

Fiscal Agent Contact

Fiscal Year: 2012-2013

Fiscal Agent: SOLANO COUNTY CCD

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Address: 4000 Suisun Valley Road Fairfield CA 94534-3197

deborah.mann@solano.edu owel.laguerre@solano.edu deborah.mann@solano.edu yulian.ligioso@solano.edu arturo.reyes@solano.edu Fax 707-646-2085 707-863-7836 707-646-2056 707-646-2056 707-646-2063 Phone 707-864-7112, Ext. Executive Vice-President of Academic and 707-864-7102, Ext. Student Affairs 707-864-7195, Ext. Vice President Finance and Administration 707-864-7209, Ext. 707-864-7195, Ext. Director of Workforce and Economic Development Director of Workforce and Economic Development Title Superintendent/President Name Jowel C. Laguerre Yulian I. Ligioso Project Director (Person responsible for conducting the daily operation of the Deborah Mann grant) Deborah Mann Responsible Administrator (Appropriate Program Area - Cannot be the same Arturo Reyes as Project Director) Admin. Role District Superintenden//President (or authorized Designee) Business Officer Grant Writer

Grant Number: 12-140-281

PROJECT TEAM (Click Appropriate Members)

Fiscal Year: 2012-2013

City of Fairfield Economic Development-Charles R. Ching Armijo High, Fairfield-Suisun Unified-Dan Gutowski Armijo High, Fairfield-Suisun Unified-Dave George Delta Diablo Sanitation District-Steven Dominquez Central Contra Costa Sanitary District-Ann Farrell East Bay Municipal Utility District-James F. Smith Dublin San Ramon Services District-Levi Fuller Benicia High, Benicia Unified-Josh Bradley Dixon High, Dixon Unified-Sarah Erhman CableCom of California Inc.-Dave Rugg Diablo Water District-Mike Yeraka Anheuser Busch-Damon Waker Education Fund-Elizabeth Toups Dixon Unified-Marcus Tanaka City of Vallejo-Annette Taylor Benicia Unified-Dan Biro Project Advisory Committee 13 1 13 1> 1 1 12 12 1 1 1 1> City of Fairfield Economic Development-Charles R. Ching Armijo High, Fairfield-Suisun Unified-Dan Gutowski Armijo High, Fairfield-Suisun Unified-Dave George Delta Diablo Sanitation District-Steven Dominquez Central Contra Costa Sanitary District-Ann Farrell East Bay Municipal Utility District-James F. Smith Dublin San Ramon Services District-Levi Fuller Benicia High, Benicia Unified-Josh Bradley Dixon High, Dixon Unified-Sarah Erhman CableCom of California Inc.-Dave Rugg Diablo Water District-Mike Yeraka Anheuser Busch-Damon Waker Education Fund-Elizabeth Toups Dixon Unified-Marcus Tanaka City of Vallejo-Annette Taylor Benicia Unified-Dan Biro Project Management 5

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	Fairfield-Suisun Unified-Kellie Clinger	Fai	Fairfield-Suisun Unified-Kellia Cinnar	
L	Foulk Gomez & Associates-Shawn Carney	For	Foulk Gomez & Associates Shawn Carrest	
<u> </u>	Golden West Middle School-Karin Van Klaveren	<u> </u>   <u>&gt;</u>	Golden West Middle School-Karin Van Klaveren	
	Kaiser Foundation Health Plan, Inc-Peggy Hilden	₹ Kaii	Kaiser Foundation Health Plan, Inc-Penny Hilden	
l	Kaiser Foundation Health Plan, Inc-Brett Knight	₹ Kais	Kaiser Foundation Health Plan, Inc-Brett Knight	
	NorthBay Healthcare-Donna Dabeck	Nor	NorthBay Healthcare-Donna Dabeck	
<u> </u>	Rexam-Christine Kelichner	₹ Rex	Rexam-Christine Kelichner	
<u> </u>	Richmond Municipal Sewer District-Chad Davisson	T Rict	Richmond Municipal Sewer District-Chad Davisson	
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<u>&gt;</u>	SOLANO -James DeKloe	los 7	SOLANO -James DeKloe	
1	SOLANO -Jowel Laguerre	SOL	SOLANO -Jowel Laguerre	
1	SOLANO -Debra Berrett	SOL	SOLANO -Debra Berrett	
!	SOLANO -Marylou Fracisco	SOL	SOLANO -Marylou Fracisco	
	SOLANO -Jeff Kissinger	SOL	SOLANO -Jeff Kissinger	
	SOLANO -Karen Cook	SOL	SOLANO -Karen Cook	
> [	SOLANO -Alberta Lloyd	SOL	SOLANO -Alberta Lloyd	
<u> </u>	SOLANO -Charles Eason	JOS -	SOLANO -Charles Eason	
L	SOLANO -Mark Berrett	SOL/	SOLANO -Mark Berrett	
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<u> </u>	SOLANO -Deborah Mann	SOLANO -Deborah Mann	
L	SOLANO -Julia May	SOLANO -Julia Mav	
>	SOLANO -Thomas Watkins	SOLANO -Thomas Watkins	
13 T	SOLANO COMMUNITY COLLEGE -Gillie Miller	SOLANO COMMUNITY COLLEGE -Gillie Miller	
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_ L	Solano County Office of Education-Janet Harden	Solano County Office of Education-Janet Harden	
1	Solano Economic Development Corporation-Sandy Person	Solano Economic Development Corporation-Sandy Person	
_ 1	Travis Credit Union-Rayanne Berry	Travis Credit Union-Rayanne Berry	
L	Vacaville Unified-Terri Shook	Vacaville Unified-Terri Shook	
_ 1	Vanden High, Travis Unified-Lisa Leone	Vanden High, Travis Unified-Lisa Leone	
_ 1	Vanden High, Travis Unified-Kristin Shields		
_	Workforce Investment Board of Solano County-Robert Bloom	-	

Grant Number: 12-140-281 Fiscal Year: 2012-2013

Project Abstract

Solano Community College CTE programs that prepare students for high wage/high skill careers, as well as to county and regional employers. We Entrepreneurship career pathways. These career areas map to regional demand. Course content has been developed with industry partners to will continue to enhance and create industry advisory groups and skills panels. The focus for 2009-10 and 2010-11 was Water/Wastewater and The Solano SB70 program is continuing its successful workforce development strategy of connecting the county's middle and high schools to create student awareness of these opportunities. An excellent foundation has been developed with the current implementation of career exploration activities into all 6 of the Solano County Office of Education school districts.

successfully in these careers and to pass required state exams leading to certifications in wastewater, distribution, treatment, conservation, and students are learning how to be entrepreneurs using Virtual Enterprise, an Entrepreneurship simulation tool. New curriculum and programs are providing living wages, as well as to give students the skills they need to thrive as "intrepreneurs" within more traditional institutions and Water/Wastewater is a career path that is not routinely encouraged nor even considered. Our program prepares students to both work careers. We are currently working with faculty to infuse Entrepreneurship into Solano CTE programs. Middle and high school faculty and collections. The purpose of the Entrepreneurship focus is to increase awareness of self-employment as a legitimate lifetime career path developing.

careers. SB70 funding has supported and enhanced the Water/Wastewater and the Entrepreneurship Programs and although monetary support Mechatronics/Robotics, Drafting, and Welding Programs are being enhanced and regionalized. Solano County Office of Education's middle and pathway opportunities. The new sectors included Healthcare and Manufacturing. SCC is developing a Health Information Technology program has been scaled back in these areas, we intend to continue to support them. There is still much work to be done in these sectors and the SB70 high school programs are aligning with these programs creating career pathways for students and catapulting them into high wage/high skill The focus for the 2011-12 Grant funds has seen SCC expand the sector scope with more students able to explore high wage/high skill career by repackaging its existing Medical Office Specialist & Medical Transcription Specialist Programs. In addition, SCC's existing

Requested funds will be used to refresh existing curriculum, develop new curriculum in collaboration with industry, provide professional development opportunities for faculty, to identify and purchase laboratory equipment and materials and provide career awareness for middle/high school students.

## (281)SOLANO COMMUNITY COLLEGE

Grant Number: 12-140-281 Fiscal Year: 2012-2013

PROJECT JUSTIFICATION

#### **Need Statement**

workforce development strategy for building these career pathways is critical to the future prosperity of Solano County and the East Bay region Development focusing on Mechatronics, Welding and Drafting. All are considered high/middle wage/high/middle skill career pathways that are Four sectors will be the focus of SCC's 2012-13 SB70 funding. These are Energy and Utilities focusing on Water/Wastewater(W/W), Marketing, Sales, and Services focusing on Entrepreneurship, Healthcare focusing on Health Informatics Technology and Manufacturing and Product academically rigorous curriculum which acts as an incentive for students to graduate with marketable skills in a rewarding career path. A currently facing talent deficits of epic proportions. A high priority for SCC, local school districts, and employers is to provide an engaging which will contribute to economic growth and global competitiveness.

<sup>\*</sup>The W/W agencies keep communities safe and healthy. The need for skilled and experienced workers is critical and continues to grow. 1000 plus new and replacement W/W workers will be needed in the Bay Area during the next 10 years.

Entrepreneurship skills such as planning, critical thinking and communication are also important for anyone working in any organization. \*Entrepreneurship as a career pathway is very important to our economy. At least 3/4 of new jobs are created by small business.

job growth rate with almost 1000 openings for HIT between 2010-2015. For California, EMSI projects an 11% job growth with 5,081 job openings \*Health Information Technology is a "hot" and growing career pathway in the Healthcare Sector. For the Bay Area, EMSI Research projects a 9%

openings for Manufacturing workers (IMMM) in 11 Bay area counties is 4,729. The San Francisco Bay Center of Excellence reports that 946 jobs \*The Manufacturing Sector is targeted for high growth. The EMSI Complete Employment-4th Quarter Report 2010 indicates the total job will open annually.

A. Scope of problem being addressed

Local

Regional

Statewide

B. Reference source(s) for substantiation of need statement

\*CCC Centers of Excellence

\*Solano County 2008 Index of Economic and Community Progress by Solano EDC and Collaborative Economics

\*O-Net Online

\*BACWWE and Baywork

\*Regional and Statewide job forecasts (EDD)

\*EMSI

\*United States Department of Labor Bureau of Labor Statistics, Occupational Outlook Handbook

C. Target groups - summary of anticipated outcomes

Middle School

minimum of three middle schools. Integrate W/W/Entrepreneurship/HIT and Mechatronic career information into existing curriculum. Middle Continue to implement sector specific career exploration and project/work based learning into middle schools in Solano County serving a school teachers will participate in industry externships/work-based learning opportunities.

K-12

Extend career exploration activities and project based learning into additional regional high schools effectively linking middle schools and highs schools to career training at SCC in W/W, Entrepreneurship,

HIT, Mechatronics, Welding and Drafting. Professional development activities will be provided for 7-12 faculty and staff to provide a better understanding of these career pathways, and the jobs that are available.

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SCC and SCOE, with input from industry partners, will continue to develop and enhance career awareness materials and project based learning Entrepreneurship, HIT, Mechatronics, Welding and Drafting. New curriculum will be developed, faculty will receive professional development opportunities designed to inform students about career options that provide clear pathways toward achieving career success in W/W, and equipment and materials will be purchased.

D. Inventory of existing CTE related resources within proposed service area

Funded CTE Pathways Initiative (SB 70/SB 1133) projects

07.140: Community Collaborative-Core

08.140: Community Collaborative-Core

08.141: Community Collaborative-Supplemental

09-140: Community Collaborative-Supplemental

09.141: Community Collaborative-Supplemental

09.142: Workforce Innovation Partnership

10.140: Community Collaborative-Core

10.141: Community Collaborative-Supplemental

11.140: Community Collaborative-Core and Supplemental

# Economic Workforce Development Projects

SCC has a Director of Workforce and Economic Development, CTE/Business Dean, and a Small Business Development Director. The college works with local business and industry to develop education and training opportunities for new and incumbent workers. Projects include partnering with utilities, manufacturing and distribution, hospitals and other healthcare entities, as well as the WIB, EDC and SCOE. The SBDC works with new and developed businesses to assist them with growth and development.

#### Tech Prep Pathways

Pathways include: Arts, Media and Entertainment; Education, Child Development and Family Services; Energy and Utilities; Engineering and Design; Finance and Business; Health Science and Medical Technology; Information Technology; Manufacturing and Product Development; Marketing, Sales and Service; and Public Services.

Partnership Academies

Apache Engineering Academy - Vallejo USD

Biotechnology Academy - Vallejo USD

Computer Academy for Business and Public Services - Fairfield-Suisun USD

Hospitality and Tourism Academy - Vallejo USD

Multimedia Academy - Fairfield-Suisun USD

ECH2O Academy - Benicia USD

Health Careers Academy- Benicia USD (Proposed)

ROCP programs, and secondary programs

Biotech/Water/Wastewater. There are 2 Virtual Enterprise, 2 SAGE and 2 Marketing programs relevant to Entrepreneurship. Curriculum also exists for Medical Science, Welding/Drafting and Robotics. A Healthcare Careers Academy has been proposed. These programs will serve as In the 6 school districts in Solano County, there are over 50 CTE programs (formerly ROP). Of these CTE programs, 3 are relevant to excellent entry points and preparation for students pursuing these high wage/high skill careers.

Grant Number: 12-140-281 Fiscal Year: 2012-2013

Project Implementation Detail

a. Describe proposed methodologies and solutions that will address the identified need:

In collaboration with industry experts, expand career exploration and awareness, develop curriculum and project based learning, and provide industry exposure through field trips and other methods, for middle, high school and college students and faculty. Sectors include W/W, Entrepreneurship, HIT, Mechatronics, Welding and Drafting. Provide professional development for teachers and counselors, including externships. Continue to build articulation pathways for each program of study.

Work with industry to develop robust advisory groups and skills panels. Develop regional programs, services and advisory councils.

b. Describe the CTE Community Collaborative and the roles partners play:

industry partnerships in W/Entrepreneurship, Health Informatics Technology, Mechatronics, Welding and Drafting. We have robust partnerships with SCOE, m/hs teachers, counselors, principals and district administration, industry partners, college faculty, CTE Transitions, SBDC, the Solano EDC and the WIB. SCC provides project management, curriculum, professional development, faculty, marketing, and industry outreach. SCOE SCC has implemented SB70 grants since 2007.We are currently developing and implementing programs, curriculum, career pathways and and schools provide career awareness, professional development, faculty release time, and curriculum development.

externships, sites and staff for field trips. CTE Transitions provides pathway development and articulations. SBDC provides trainers and program Industry partners participate on advisory committees, develop curriculum, serve as faculty, provide professional development including development. WIB and EDC provide data and support.

c. Describe the capacity of the applicant to successfully implement the project:

SCC successfully administers over \$16 million in federal and state grants. SCC enjoys a strong and active relationship with SCOE and the Solano K-12 system, as well as industry partners in all proposed sectors. SCC has an extraordinary and very productive partnership with 20 bay area water and wastewater utilities and plants. Eleven W/W plant and utility managers serve as college faculty. We have successfully developed and implemented SB70 grants since 2007. The W/W program is a model to be replicated in many regions and sectors.

X Check here if the project includes a "Green" theme.

Green is a term used to imply that a service, product or technology is environmentally friendly (i.e. Sustainable). For additional resources on it, please visit the Chancellor's Office website.

## (281)SOLANO COMMUNITY COLLEGE

Grant Number: 12-140-281

Fiscal Year: 2012-2013

Sector: 00 Across All Sectors

Activity Details

Activity Id: 03 - Advisory Councils

Current status, including – as appropriate – quantitative descriptions:

Solano has some very robust advisory committees. These include advisory groups in Water/Wastewater, Nursing, Drafting and Entrepreneurship.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We will reinvigorate advisory groups in many other sectors/programs.

Activity Id: 12 - Education and business partnerships - Develop/Improve

Current status, including – as appropriate – quantitative descriptions:

Solano currently enjoys many strategic partnerships with local and regional industry.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We plan to continue developing current partnerships while adding additional partnerships. These partnerships will serve students, workers, the college and

businesses.

Activity Id: 20 - Meeting Expenses

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

We use funds to host meetings and purchase meeting supplies and materials.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We will meet with business and industry, middle and high school faculty, college faculty, deans, tech prep, student services, college IT and consultants to develop marketing materials.

Activity Id: 22 - Outreach Strategies to Encourage School/College Personnel Participation

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd

Current status, including – as appropriate – quantitative descriptions:

We work with m/hs and college faculty and administrators to improve our programs and services and to grow our CTE programs.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We develop and distribute marketing materials, host campus tours, host summits and meetings and use multiple media to effectively outreach to constituents.

Activity Id: 23 - Outreach Strategies to Encourage Student Participation

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd

Current status, including – as appropriate – quantitative descriptions:

We are having great success with Water/Wastewater. This is due to strong advisory committees and employer support and excellent marketing materials.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We plan to duplicate these strategies in as many CTE programs as possible.

Activity Id: 26 - Professional and Consultant Services

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann

Current status, including – as appropriate – quantitative descriptions:

We work with many consultants to develop and implement marketing strategies and materials, to provide ancillary educational programs for students and to provide professional development for faculty.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We intend to provide all of the above across all CTE programs.

Activity Id: 31 - Program Marketing and Outreach

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd

Current status, including – as appropriate – quantitative descriptions:

We are marketing and outreaching to industry, students, and workers in the water/wastewater and entrepreneurship programs with great success.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We intend to achieve similar success across multiple CTE programs/ sectors.

Activity Id: 33 - Publication and Printing Costs

Current status, including – as appropriate – quantitative descriptions:

We currently print materials in some CTE sectors.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We plan to develop and distribute marketing materials for multiple CTR programs/ sectors.

Activity Id: 36 - Travel - In state

Current status, including – as appropriate – quantitative descriptions:

Travel to meetings with employers, consultants, other educational entities, and printers.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Travel to meetings with employers, consultants, other educational entities, and printers to develop marketing for additional CTE programs/sectors.

Sector: 05 Energy and Utilities Grant Number: 12-140-281

Fiscal Year: 2012-2013

**Activity Details** Activity Id: 03 - Advisory Councils Current status, including – as appropriate – quantitative descriptions:

The WaterWastewater advisory group has been meeting regularly for the past 4 years. Program progress is excellent. The program continues to grow with additional students, employers, faculty and classes.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Grow and develop our Bay Area Collaboration for Water/Wastewater Education (BACWWE) advisory committee and programs. Subcommittees for the SB70 grants work closely with SCC, SCOE and faculty to develop curriculum and marketing strategies and materials.

Activity Id: 05 - Career Exploration Development for 7th & 8th Graders

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

In cooperation with SCOE staff, consultants, and middle school teachers and coordinators, develop career exploration and activities.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Continue with current activities while expanding to additional schools and students. Students learn and become excited about career pathways and opportunities.

Activity Id: 08 - Curriculum development

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann

Current status, including – as appropriate – quantitative descriptions:

M/H school and college faculty, in collaboration with industry partners are developing curriculum for m/h school and college.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

W/W curriculum and lesson plans will be infused into all district science classes. W/W SCC curriculum will be developed and/or enhanced in coordination with BACWWE partners.

Activity Id: 12 - Education and business partnerships - Develop/Improve

Partner Name: SOLANO -Deborah Mann End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

SCC has very active and robust relationships with industry partners. Relationships continue to grow as we enhance our outreach with new employers.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

SCC engages employers in W/W to help guide and develop appropriate curriculum and outreach with the goal of strengthening and increasing the number of relationships between business and education in Solano County and the region.

Activity ld: 16 - Instructional Materials Purchase/Replacement (including software)

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

We have developed W/WW curriculum and will continue with enhancements, lesson plans and project based learning activities. We will continue to need student and teacher

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Our contextualized project based learning activities will result in high student interest and success. Activity Id: 18 - Labor Market & Workforce Research / Needs Assessment of Business and Industry

Partner Name: SOLANO -Deborah Mann

Current status, including – as appropriate – quantitative descriptions:

Currently work with Water/Wastewater industry and Center of Excellence to identify industry labor market needs and trends. Use data to build and improve programs.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Continue to address industry changes and employer/students/workers through industry contacts, advisory committees and skills panels.

Activity Id: 20 - Meeting Expenses

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

We hold regular advisory committee, sub-committee and curriculum development meetings. We supply any needed meeting materials.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: |We will continue to provide all needed meeting materials to assure productive meetings resulting in an enhanced pathway, curriculum and outreach materials.

Start Date: 11/1/2012 12:00:00 AM

Activity Id: 31 - Program Marketing and Outreach

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann

Current status, including – as appropriate – quantitative descriptions: With input from industry, faculty and SCOE we have developed websites and many other collaterals including brochures, posters, and banner for both SCC and SCOE.

Presentations to industry groups and students are routine, as are tours for students.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: We are working on a database and using materials to grow our programs and partnerships.

Activity Id: 33 - Publication and Printing Costs

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

We have developing and need to print outreach materials, including, posters and other collaterals and materials.

We intend to continue to generate program enthusiasm and participation with our outreach materials. Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Activity Id: 34 - Supplies/Materials

Current status, including – as appropriate – quantitative descriptions.

We buy supplies and materials as needed to manage/coordinate the project.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: We will continue to identify and purchase needed materials for SCC, SCOE and industry partners.

Activity ld: 35 - Teacher and Faculty Externships in Business and Industry

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO COMMUNITY COLLEGE -Polly Farina

Current status, including – as appropriate – quantitative descriptions:

The college has 20 active industry partners. We plan to develop more externships at W/W utilities. Four high teachers experienced industry externships Summer 2011.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Externship opportunities will include job shadowing, tours, and exposure to the industry and industry professionals. More short-term industry externships will be pursued with 4

Activity Id: 36 - Travel - In state

Partner Name: SOLANO -Deborah Mann 

Current status, including – as appropriate – quantitative descriptions:

The project director and manager regularly attended state and local meetings to share information and learn best practices from other practitioners. Other SCC and SCOE faculty and staff also attended meetings to do same.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
SCC and SCOE faculty and staff will intend CCCAOE and other meetings and conferences. We will visit other community collaborative projects to incorporate their best practices

Activity Id: 37 - Travel - Out of state

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:
We have not traveled out of state to learn about other w/w teaching/learning activities including project based learning, curriculum and industry/school projects, partnerships and

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Should an important opportunity arise, we would like to be able to move forward. Activity Id: 39 - Work-based Learning (internships, cooperative education, school-based enterprises, job shadowing, etc. )

Current status, including – as appropriate – quantitative descriptions:

We are currently providing industry tours for teachers, counselors and middle and high school students. SCC students experienced W/W internships and were provided placement

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Provide middle and high school teachers and students with additional opportunities to visit and tour W/W treatment plants and meet with professionals in the field. Continue to nave SCC's Occupational Ed. Program provide internship opportunities.

Sector: 09 Health Science and Medical Technology Grant Number: 12-140-281

Fiscal Year: 2012-2013

Activity Details Activity Id: 03 - Advisory Councils

Current status, including – as appropriate – quantitative descriptions:

The Health Informatics Technology (HIT) Advisory Council is under development and will support SCC's new HIT program with mentorship on curriculum development, equipment and software purchases, internships and marketing.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Grow and develop an HIT Advisory Council. Areas of focus are curriculum and program development, equipment and software identification purchase, internships and marketing.

Activity Id: 04 - Articulation

Current status, including - as appropriate - quantitative descriptions:

Various CTE articulation agreements are in place at each high school and one adult school in 6 districts county wide. 3 articulations are with Biotechnology pathways. Recently an

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Anticipated improvements are the beginning steps for an HIT articulation agreements with SCC and SCOE.

Activity Id: 08 - Curriculum development

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Maire A. Morinec Start Date: 11/1/2012 12:00:00 AM

Current status, including - as appropriate - quantitative descriptions:

M/H school and college faculty, in collaboration with industry partners, are developing HIT curriculum and programs. Benicia HS is in its beginning steps of developing a Health Careers Academy. SCC is redesigning and refreshing current curriculum.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Improvements include development of a robust SCC HIT program, articulated to a SCOE HIT pathway.

Activity Id: 12 - Education and business partnerships - Develop/Improve

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions: SCC has strong relationships with local and regional healthcare partners.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

SCC engages with employers of HIT staff, industry task forces and associations to develop partnerships leading to program and curriculum development, pathways, and

Activity Id: 16 - Instructional Materials Purchase/Replacement (including software)

Partner Name: SOLANO -Maire A. Morinec End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

We are developing curriculum, lesson plans and contextualized project based learning activities. Instructional materials and software purchases will be based on these

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: |Contextualized project based learning activities will result in high student interest and success. Instructional materials, including software, will be purchased.

Activity Id: 18 - Labor Market & Workforce Research / Needs Assessment of Business and Industry

Partner Name: SOLANO -Deborah Mann End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions: |Work with industry, BACCC and Centers of Excellence to identify labor market needs and trends. Use data to build program.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

With input from groups identified above, and by building a strong advisory committee and skills panel, build robust program that meets the needs of industry, students and workers.

Activity Id: 20 - Meeting Expenses

Current status, including - as appropriate - quantitative descriptions:

HIT regular industry and school advisory committee and sub-committee meetings will occur. Meeting materials will be purchased.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We will continue to provide all needed meeting materials to assure productive meetings resulting in pathways, curriculum, programs, and outreach materials.

Activity ld: 23 - Outreach Strategies to Encourage Student Participation

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Beginning conversations have occurred regarding outreach to students. Planned activities include industry tours, industry classroom presentations, college/university tours,

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Anticipated outcomes student and employer interest in HIT, and development of successful programs that result in career pathways for students and workers and engaged

Activity Id: 26 - Professional and Consultant Services

Partner Name: SOLANO -Deborah Mann 

Current status, including – as appropriate – quantitative descriptions:

SCC will hire consultants to provide project management, and to develop career awareness, curriculum, and marketing materials and strategies.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Anticipated improvements are enhanced websites and marketing, timely reports, robust partnerships, excellent curriculum and career pathways.

Activity Id: 29 - Professional Development (in-service) for teachers, and/ or faculty

Partner Name: SOLANO -Maire A. Morinec 

Current status, including – as appropriate – quantitative descriptions:

With input from industry, conversations regarding relevant professional development for SCC and SCOE faculty and teachers to support HIT are in progress.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Anticipated outcomes include professional development for SCC, middle and high school faculty/teachers. This will result in better programs, teaching and learning; and integration of industry perspectives and requirements into programs and teaching.

Activity Id: 31 - Program Marketing and Outreach

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Conversations with SCC and SCOE have occurred regarding program marketing and outreach, which will include brochures, website development and posters for students,

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Additional students will develop awareness and interest in this high wage/high skill industry. Industry partners will have a more skilled and educated workforce from which to hire,

Activity Id: 33 - Publication and Printing Costs

Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd

Current status, including – as appropriate – quantitative descriptions:

As we develop marketing materials, we will need to print all collaterals. We also print materials for students for tours, as well as materials for meetings.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We will use the materials to market, teach and train, and to inform. The result will be a robust program with active student and industry participation.

Activity Id: 34 - Supplies/Materials

Partner Name: SOLANO -Deborah Mann 

Current status, including – as appropriate – quantitative descriptions:

Supplies and materials will be purchased as needed

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: We will buy supplies and materials as needed to manage/coordinate the project.

Activity Id: 36 - Travel - In state

Partner Name: SOLANO -Deborah Mann End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

The project director and manager regularly attend state and local meetings to share information and learn best practices from other practitioners on career pathways. SCC and SCOE faculty and staff will also attend meetings.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
We intend to attend CCCAOE and other practitioner meetings, and visit other community collaborative projects to incorporate their best practices into our activities.

Activity Id: 39 - Work-based Learning (internships, cooperative education, school-based enterprises, job shadowing, etc. )

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

SCC and SCOE will provide industry tours for teachers, counselors and middle and high school students for HIT. Summer internships for teachers will be developed if possible.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Provide m/hs school and college teachers and students with additional opportunities to visit and tour industry sites and meet with professionals in the field. SCC's Occupational Ed.

Grant Number: 12-140-281

Sector: 12 Manufacturing and Product Development

Fiscal Year: 2012-2013

**Activity Details** Activity Id: 03 - Advisory Councils

Current status, including – as appropriate – quantitative descriptions:

End Date: 11/30/2014 12:00:00 AM

Start Date: 11/1/2012 12:00:00 AM

SCC's Mechatronics, Welding and Drafting Advisory Councils provide invaluable input for curriculum and program development, labor market data, equipment/software purchases,

Partner Name: SOLANO -Deborah Mann

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Grow and enhance SCC's Mechatronics, Welding and Drafting Advisory Councils. Areas of focus will be curriculum and program development, equipment/software purchases,

Activity Id: 04 - Articulation

Partner Name: SOLANO -Alberta Lloyd End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Various CTE articulation agreements are in place at each high school and one adult school in 6 districts county wide. Three articulations are with Biotechnology pathways. One

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Anticipated improvements are articulation agreements in Mechatronics, Welding and Drafting with SCC and SCOE.

Activity Id: 05 - Career Exploration Development for 7th & 8th Graders

Current status, including – as appropriate – quantitative descriptions:

Mechatronics, Welding and Drafting career exploration conversations with SCC and SCOE have occurred and plans are under development.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We are planning guest speakers, career days, job shadowing, and field trips. With school partners, we are also identifying relevant software opportunities and websites.

Activity Id: 08 - Curriculum development

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Maire A. Morinec Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

M/H school and college faculty, in collaboration with industry partners, are developing Mechatronics, Welding and Drafting curriculum and programs. SCC is redesigning, revising

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Improvements will include the enhancement and development of Mechatronics, Welding and Drafting career pathways, curriculum and lesson plans to share with other colleges and school districts. SCC, DVC and Laney are currently articulating courses.

Activity ld: 12 - Education and business partnerships - Develop/Improve

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Industry currently advises SCC's Mechatronics, Welding and Drafting programs in curriculum development, equipment/software purchases and marketing.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

SCC will engage more employers in Mechatronics. Welding and Drafting to help guide and develop appropriate curriculum and outreach with the goal of strengthening and increasing the number of relationships between business and education in Solano Co.

Activity Id: 13 - Equipment

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Maire A. Morinec Start Date: 11/1/2012 12:00:00 AM

Current status, including - as appropriate - quantitative descriptions:

Beginning conversations have been held with the CTE Dean and faculty, SCOE partners and industry regarding equipment and software purchases. Equipment and software purchases will be identified and prioritized.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Equipment and software choices will be industry driven. Appropriate equipment and software will be purchased for SCC and SCOE.

Activity ld: 16 - Instructional Materials Purchase/Replacement (including software)

Current status, including – as appropriate – quantitative descriptions:

Conversations with SCC and SCOE are taking place regarding developing curriculum, lesson plans and contextualized project based learning activities. Instructional materials will

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Contextualized project based learning activities will result in high student interest and success. Instructional materials will be purchased as identified by industry partners and

Activity Id: 18 - Labor Market & Workforce Research / Needs Assessment of Business and Industry

Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Currently work with manufacturing and food processing companies to provide training. Work with BACCC, other colleges Centers of Excellence and industry to identify labor market needs and trends. Use data to improve programs and to deliver contract ed.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Continue all of the above. Build new college advisory boards and skills panels to build and improve programs and to better serve employers, workers and students.

Activity Id: 20 - Meeting Expenses

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Regular Mechatronics, Welding and Drafting industry advisory committee and sub-committee meetings will occur. Meeting materials will be purchased as needed.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

We will continue to provide all needed meeting materials to assure productive meetings resulting in pathways, curriculum and outreach materials.

Activity Id: 23 - Outreach Strategies to Encourage Student Participation

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Alberta Lloyd Start Date: 11/1/2012 12:00:00 AM

Current status, including - as appropriate - quantitative descriptions:

Beginning conversations have occurred between SCC and SCOE regarding outreach to students. Suggested activities include industry tours, industry classroom presentations, college/university tours and career fairs for m/h school and college students.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Outreach strategies and activities should result in more interest and enrollments in Mechatronics, Welding, Drafting programs at m/h schools and SCC.

Activity Id: 26 - Professional and Consultant Services

Current status, including – as appropriate – quantitative descriptions:

SCC will hire consultants to provide project management, marketing and curriculum and faculty development activities.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Anticipated outcomes include enhanced websites and marketing, timely reports, robust partnerships, excellent curriculum, career pathways and student-centered project based

Activity Id: 29 - Professional Development (in-service) for teachers, and/ or faculty

Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Conversations have occurred suggesting relevant professional development for SCC and SCOE faculty and teachers to support Mechatronics, Welding and Drafting.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Anticipated improvements include providing professional development for SCC and SCOE m/h school faculty/teachers to learn how to deliver contextualized project based activities to students, as well as to develop relevant curriculum.

Activity Id: 31 - Program Marketing and Outreach

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:
|Conversations with SCC, SCOE and marketing professionals have occurred regarding program marketing and outreach which will include brochures, website enhancement and posters for industry, students, teachers, counselors and parents.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Additional students will develop awareness and interest in these high wage/high skill careers in Mechatronics, Welding and Drafting. Industry partners will be aware of our programs and have a more skilled and educated workforce from which to hire.

Activity Id: 33 - Publication and Printing Costs

Partner Name: SOLANO -Alberta Lloyd End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Conversations with SCC and SCOE have occurred regarding program marketing and outreach which will include brochures, website enhancement and posters for industry, students, teachers, counselors and parents.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Additional students will develop awareness and interest in these high wage/high skill careers in Mechatronics, Welding and Drafting. Industry partners be more aware of our programs and students and will have a more skilled workforce from which to hire

Activity Id: 34 - Supplies/Materials

Partner Name: SOLANO -Deborah Mann 

Current status, including – as appropriate – quantitative descriptions:

Supplies and materials have been purchased in the past and have supported SB70 projects

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: We will buy supplies and materials as needed to manage/coordinate the project

Activity Id: 36 - Travel - In state

Partner Name: SOLANO -Deborah Mann End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

The project director and manager regularly attend state and local meetings to share information and learn best practices from other practitioners. SCC and SCOE faculty and staff will also attend meetings to do same

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

The project director and manager regularly attend state and local meetings to share information and learn best practices from other practitioners. SCC and SCOE faculty and staff

Activity Id: 37 - Travel - Out of state

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Deborah Mann Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

To dare, we have not traveled out of state to learn about other teaching/learning activities including project based learning, curriculum and industry/school projects, partnerships and successes.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Should an important opportunity arise, we would like to be able to move forward.

Activity Id: 39 - Work-based Learning (internships, cooperative education, school-based enterprises, job shadowing, etc. )

End Date: 11/30/2014 12:00:00 AM Partner Name: Anheuser Busch-Damon Waker Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

SCC and SCOE will arrange industry tours for SCC and SCOE faculty, counselors and students for Mechatronics, Welding and Draffing. SCC will provide college tours for SCOE students and faculty. SCC OcEd will develop more internships.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
Provide m/hs and SCC faculty and students with additional opportunities to visit and tour industry sites and meet with professionals in the field. Provide more SCC tours for m/h schools. Support SCC OcEd Program with industry contacts.

Grant Number: 12-140-281 Sector: 13 Marketing, Sales, and Services

Fiscal Year: 2012-2013

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Activity Id: 03 - Advisory Councils
Start Date: 11/1/2012 12:00:00 AM
Current status, including – as appropriate – quantitative descriptions:  The Small Business Development Center(SBDC) and Community Collaborative Advisory Councils are in place.
Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Council members will continue to develop activities, work with teachers and students, and meet on a quarterly basis.
Activity Id: 05 - Career Exploration Development for 7th & 8th Graders
Start Date: 11/1/2012 12:00:00 AM
Current status, including – as appropriate – quantitative descriptions: Annually conduct Youth Business Plan competition.
Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Continue with Youth Business Plan competitions; one for middle school students, one for high school students and one for college students.
Activity Id: 06 - Career Guidance
Start Date: 11/1/2012 12:00:00 AM
Current status, including – as appropriate – quantitative descriptions: Conducts one on one counseling with youth looking to start their own business. Conducts Youth Business Plan competition.
Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Youth will start and be successful in their own entrepreneurial activities.
Activity Id: 22 - Outreach Strategies to Encourage School/College Personnel Participation
Start Date: 11/1/2012 12:00:00 AM End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Charles Fason
Current status, including – as appropriate – quantitative descriptions: Work with m/s school and college faculty to learn about entrepreneurship and infuse concepts into classes
Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Students in CTE programs will understand principles of entrepreneurship and recognize starting their own business as a viable option.

Activity Id: 23 - Outreach Strategies to Encourage Student Participation

End Date: 11/30/2014 12:00:00 AM Partner Name: SOLANO -Charles Eason Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:

Conducts Youth Business Plan competition and Youth Business Boot camp, and visits schools, community organizations and events to encourage youth participation.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Continue with Youth Business Plan competitions one for middle school students, one for high school students and one for college students. Continue Business Boot camp and

Activity Id: 29 - Professional Development (in-service) for teachers, and/ or faculty

Partner Name: SOLANO -Charles Eason End Date: 11/30/2014 12:00:00 AM Start Date: 11/1/2012 12:00:00 AM

Current status, including – as appropriate – quantitative descriptions:
The SBDC Director has attended regional and national Entrepreneurship Conferences. SCC is providing Virtual Enterprise training for SCC and SCOE faculty designed to be

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: SCC will continue to support Entrepreneurship conferences and workshops for SCC/ms/hs faculty. Activity Id: 30 - Program External Coordination -Consultation with Business, Industry, Institutions of Higher Education, and Labor Organizations

Current status, including – as appropriate – quantitative descriptions:
SBDC Director works with business leaders and other colleges to provide one-on-one counseling for students, and judging for VE Trade fairs.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions: Will continue with same, while recruiting additional business leaders and consultants.

Activity Id: 33 - Publication and Printing Costs

Current status, including – as appropriate – quantitative descriptions: Prints materials for meetings, events and outreach.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:

Will continue with same above.

Activity Id: 39 - Work-based Learning (internships, cooperative education, school-based enterprises, job shadowing, etc. )

Current status, including – as appropriate – quantitative descriptions:
This is an on-going activity. SBDC Business advisors and SCOE will participate in the annual Bay Area International Virtual Enterprise (V.E.) Trade Fair.

Anticipated improvement or outcome, including – as appropriate – quantitative descriptions:
|Continue to support the V. E. Trade Fair, which gives students an opportunity to experience real world entrepreneurship activities. Provides professional development activities for advisors by bringing them together with educators and students.

## (281) SOLANO COMMUNITY COLLEGE

Grant Number: 12-140-281 Fiscal Year: 2012-2013

PROJECT BUDGET SUMMARY

<b>Budget Lines</b>	Object of Expenditure	Amount
1000	Instructional Salaries	14,500
2000	Non-instructional Salaries	50,000
3000	Employee Benefits	22,000
4000	Supplies and Materials	40,329
2000	Other Operating Expenses & Services	168,700

0009	Capital Outlay	100,000
7000	Other Outgo	0
Total Direct Costs	t Costs	395,529
Total Indire	Total Indirect Costs (Not to exceed 4% of Total Costs) 15,821	15,821
Total Costs		411,350

Please provide background on how project will meet the minimum 10% matching funds requirement (cash or in-kind).

Match Amount: 42,000

Solano Community College will provide facilities, materials, faculty and staff resources to this project. Industry will provide tours, facilities, and staff time. SCOE and our partner schools will provide facilities, materials and staff time. In-kind contributions will total at least \$42,000.

Grant Number: 12-140-281 Fiscal Year: 2012-2013

Supplemental Abstract

to enhance an area of student support services that will enable student retention and persistence. Please provide a brief description of how you counselors; career readiness; student internships; curriculum development; and utilization of career exploration resources, such as Career Café, You are receiving supplemental funding if your award is \$411,350. If your award is \$411,350, you will be required to utilize \$31,675 to enhance student retention and persistence. In this form, you will provide a brief description of how you will use the additional funds to provide support will use these supplemental funds to provide student support services that may include, but are not limited to: part-time career guidance Road Trip Nation, etc. If your award is \$348,000, you will not be required to complete this form.

delivery of a career readiness/ guidance course for Water/Wastewater students, funds for embedded tutors in selected CTE courses, and funds SCC will provide \$31,675 to student support services to enhance retention and persistence. SCC will support curriculum development and for a part-time SCC CTE counselor. Funds may also be used for career exploration.

Grant Number: 12-140-281 Fiscal Year: 2012-2013

Sustainability Plan

Please describe how you are addressing sustainability for your program in the areas of: partnerships; leveraging funds; data collection; and industry pathways.

strategic plan of the college. Critical elements for the success of a sustainability plan include Partnerships, Leveraging Funding, Data Collection Development continues to be a number one college PRIORITY. Workforce and economic development is written into the mission, vision, and SCC has a 60 year history of developing and delivering strong CTE programs with input from the community and industry. Workforce and Industry Pathways.

Solano's W/W Advisory Committee with its 20 industry partners is an especially strong and robust model. The committee has developed the Bay CTE training programs at SCC. SCC has strong partnerships with SCOE, m/hs teachers, counselors, principals and district administration, industry \*Partnerships -Robust partnerships exist with industry in Solano County and the Bay Area region and support the growth and development of Economic Development and the CTE/Business Dean are key members of the Bay Area Community College Consortium. 21 CTE programs are Area Consortium for Water/Wastewater Education (BACWWE). SCC anticipates similar interest from our other important industry sectors. partners, college faculty, CTE Transitions, Small Business Development Center, the Solano EDC and the WIB. The Director of Workforce & advised by industry in areas of curriculum development, equipment and software purchases, internships, marketing and job placement.

Chancellor's Office, Solano's Perkins allocations, SCOE's Workforce Grants, Department of Labor-ETA grants, as well as partnering with regional \*Leverage Funding - SCC proposes to develop a Workforce Sustainability Team to develop a cohesive plan for the continuation of funding for all CTE Programs – especially W/W, Entrepreneurship, HIT, Mechatronics, Welding and Drafting. This team would continue to write and receive funding from proposals and grants, while leveraging relevant grants obtained from the Economic & Workforce Development Program colleges, WIBS, EDC's, Centers of Excellence, BACCC, labor and K-12 Education.

the CTE/Business Dean and the Research Office for internal data collection. SCC is an original partner or the state-wide leavers and completers collection and research entities: COEs; BACCC; EDD; WIBs; EDCs; CCCCO. SCC's Workforce & Economic Development Office works closely with \*Data Collection - Data Collection is essential for grant research and outcome verification. SCC has strong partnerships with external data group led by RPI.

\*Industry Pathways -Information on high wage/high skill growth sectors for the region and the Bay Area are available through BACCC, CCCCO success. With input from industry in multiple sectors and robust partnerships with SCOE, BACCC and industry we are building pathways from Website, EDDs, WIBS, EDCs, DOF-ETA and the COEs. The identification of high wage/high skill growth sectors is essential for grant funding middle school, to high school to college to careers.

The major components of program sustainability are addressed above.

AGENDA ITEM	10.(i)
<b>MEETING DATE</b>	November 7, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RENEWAL 2012-2013 STUDENT HEALTH SERVICES

CONTRACT

**REQUESTED ACTION:** 

SUPERINTENDENT-PRESIDENT

APPROVAL

## **SUMMARY:**

The Office of Finance and Administration requests approval to renew the annual contract with the Solano County Health and Social Services Department to provide student health services for the period of July 1, 2012 through June 30, 2013.

Exhibit B, the budget piece of the contract, is attached. The complete contract is available in the Offices of the Superintendent-President and the Vice President of Finance and Administration.

Government Code: N/A Board Policy:	Estimated Fiscal Impact: \$206,643
SUPERINTENDENT'S RECOMMENDATION:	□ APPROVAL     □ DISAPPROVAL     □ TABLE
Yulian I. Ligioso, Vice President Finance & Administration	
PRESENTER'S NAME	1 /
400 Suisun Valley Road Fairfield, CA 94534	Just
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	
Finance and Administration	October 26, 2012
ORGANIZATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	



# County of Solano Standard Performance Contract

For County Use Only
CONTRACT NUMBER
00032-13
(Dept., Division, FY, #)
PH
BUDGET ACCOUNT:
7894
SUBOBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Customer named below:		
Solano Community College		
CUSTOMER'S NAME		
2. The Term of this Contract is:		
July 1, 2012 to June 30, 2013		
3. The maximum amount of this Contract is:		
\$206,643		
4. The parties agree to comply with the terms and conditions of the conditions of th		
4. The parties agree to comply with the terms and conditions of the follow made a part of this Contract:	ring exhibits which are by this reference	
Exhibit A – Scope of Work		
Exhibit B - Budget Detail and Payment Provision		
Exhibit C – General Terms and Conditions		
Exhibit D - Special Terms and Conditions	a a	
This Contract is made on, 2012.		
, 2012.		
CUSTOMER	COUNTY OF SOLANO	

CUSTOMER	COUNTY OF SOLANO
Solano Community College CUSTOMER'S NAME	
SIGNATURE 10/20/12	AUTHORIZED SIGNATURE DATED Patrick O. Duterte, Director Health and Social Services Department TITLE
Mostata Chois, Director	275 Beck Avenue ADDRESS Fairfield CA 94533
4000 Suisun Valley Road	CITY STATE ZIP CODE
ADDRESS	Approved as to Form:
Fairfield, CA 94534	COUNTY COUNSEL DATED
CITY STATE ZIP CODE	

# EXHIBIT A SCOPE OF WORK

# 1. STAFFING REQUIREMENTS; FINANCIAL AGREEMENTS; HOURS OF OPERATION

- A. The County shall provide a public health nurse ("PHN") for the administration and operation of the Student Health Services Program for Solano Community College, (hereafter "College"). The PHN will be selected at the discretion of the County, and will be a regular employee of the County of Solano. The College shall provide input in the selection of the PHN. The PHN selected by the County shall remain under the direction and supervision of the County.
  - 1. The PHN selected by the County to coordinate the program shall possess the following credentials and experience: a baccalaureate degree in nursing; a current California registered nurse's license, and a PHN certificate from the State of California. Any person considered for a position must have had at least one (1) year's experience public health nursing. Additionally, this person must have a current valid California driver's license. Other nursing personnel assigned to the Student Health Center may be either a PHN or registered nurse.
- B. County shall be responsible for the evaluation of staff performance. College shall participate in the evaluation of the PHN's work in the development and operation of the Student Health Services.
- C. County will provide a health assistant for a minimum of 40 hours per week to provide clerical assistance and to perform information, reception and medical record functions under direction of the PHN.
- D. Daily operational hours of the Student Health Services Program shall be maintained at a minimum of 190 days (1,640 hours/year) to meet the needs of the College and the student population. The usual work week may be a combination of day and evening hours not to exceed 45 hours per week. The schedule may provide for some day and/or evening hours and outreach services at community sites. If additional Student Health Services hours are requested and approved in writing by the College, College will reimburse County for actual costs. County will not be required to provide staffing coverage for illness or other leave. However, County will make its best efforts to provide staff. If registry nurse services are needed to provide extended or short term staffing, College agrees to reimburse County for expenses of providing staff if extra staffing is approved in writing by the College. Nurse may not necessarily be a PHN.

# 2. SCOPE OF HEALTH PROGRAM

- A. The County shall assist the College Student Health Services Program in promoting an understanding of health and aid in developing sound health practices by fulfilling the following functions:
  - Giving health counseling and guidance services to students. The PHN will assess health problems and compliance with treatments and assist in providing health services or obtaining health care as needed.
  - 2. Providing first aid to students who present to Student Health Center and emergency response to other on campus locations during normal Student Health Center hours of operation.
  - 3. Providing and distributing health education materials supplied by many agencies through College Health Services.
  - 4. Providing health education and counseling on medical problems such as diabetes, heart condition, epilepsy, orthopedic, counseling concerning family planning, pregnancy, sexually transmitted diseases, etc., advising on resources available in the community.
  - 5. Performing common screening tests such as vision, hearing, blood pressure and blood glucose.
  - 6. Providing information regarding communicable disease control and providing immunizations and skin tests if indicated.
  - 7. Obtaining and maintaining confidential health records of students.
  - 8. Providing information and workshops on drug abuse prevention and AIDS awareness.
  - 9. Setting up or operating (if possible) special health screening clinics.
  - 10. Functioning as a liaison between College personnel and community health resources.
- 11. Providing health education resources to counselors, instructors and students.
- 12. Providing communicable disease follow-up on tuberculosis, hepatitis, and other communicable disease reports in conjunction with Public Health Communicable Disease Nurse.
- 13. Participating in orientation classes relating to health services for new students.
- 14. Attending appropriate health services/college meetings as necessary.

# 3. SPACE, SUPPLIES, SUPPORT SERVICE, EQUIPMENT

A. The College will provide suitable space, adequate lighting, telephone service, and furnishings and equipment to County program staff.

B. Confidential office space for the following is to be provided by the College:

1) Clerical/Records minimum 120 sq. feet 2) Nursing Office minimum 100 sq. feet

3) Exam Room minimum 100 sq. feet with sink

4) Storage minimum 100 sq. feet

C. The College will provide furniture and equipment for the Student Health Center. All furniture and equipment provided by the College shall remain the property of the College.

D. The County will provide medical and first aid supplies, instruments, drugs, and pharmacy supplies as budgeted in Exhibit B.

E. The County will provide infectious waste disposal through a separate contract and include the costs for such service in the rates set forth in Exhibit B.

# Exhibit B Solano County - Public Health Nursing Solano Communtiy College Student Health Services Budget FY 2012/13

PHN	<u>FTE</u> 0.5	<u> </u>	Hr Rate				otal Expense
Hrs / school year	760	\$	44.56	3		\$	33,866
PHN Hrs / school year	0.63 940	\$	46.78			\$	43,973
Hith Asst. Hrs / school year	1.0 1440	\$	27.99			\$	40,306
Base Salaries						\$	118,144
Benefits @	42.20%					\$	
Total Salaries & Benefits							49,857
						\$	168,001
Administrative Overhead	19.50%					\$	32,762
Services and Supplies: 2151 Drugs and Pharmaceuticals 2153 Medical/Dental Supplies 2355 Mileage				\$ \$ \$	1,750 3,250 880		
Total Services and Supplies						\$	E 000
Total Budget					,	Ψ	5,880
Total Budget					;	\$	206,643

# EXHIBIT C GENERAL TERMS AND CONDITIONS

#### 1. TIME

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

#### 2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

# 3. SIGNATURE AUTHORITY

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

## 4. WARRANTY

- A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.
- B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

#### 5. DEFAULT

- A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.
- B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

## 6. INDEMNIFICATION

- A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.
- B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

# 7. INSURANCE

## A. Solano County

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be

considered primary. County will provide evidence of such coverage to Customer and will name Customer

County will maintain Workers' Compensation for all its employees. County ii. represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation. B. Customer

- Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.
- Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$2,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any County claim for workers'

## INDEPENDENT CUSTOMER

- The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. B.
- As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this
- County may provide services to others during the same period County provides service to C. Customer under this Contract.

#### 9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

## CONFLICT OF INTEREST

Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this

#### INSPECTION AND AUDIT 11.

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

## 12. NONDISCRIMINATION

- A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

# 13. UNFORESEEN CIRCUMSTANCES

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

#### 14. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## 15. CHANGES AND AMENDMENTS

- A. Customer may request changes in County's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of County's compensation, shall be effective when incorporated in written amendments to this Contract.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

#### 16. CHOICE OF LAW

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

#### 17. WAIVER

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

# 18. CONFLICTS IN THE CONTRACT DOCUMENTS

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

# 19. ENTIRE CONTRACT

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

County of Solano Standard Performance Contract

# EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT Contractor shall execute the form attached as Exhibit D-1.

# 2. CONFIDENTIALITY

College and County shall not use client specific information for any purpose other than to carrying out the parties' obligations under this Contract and as permitted by law.

#### SOLANO COUNTY

# EXHIBIT D-1

# HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

# Solano Community College

The Contractor or grant recipient ("Contractor") named above certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health

As a Business Associate of the County of Solano, the above named Contractor will:

- Disclose or use protected health information it creates for or receives from the 1. County only:
  - (a) For functions and activities on the County's behalf;
  - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - (c) As required by law.
  - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
- Not further disclose or use protected health information except as specified in this Exhibit 2. or as otherwise required by law.
- Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered 3. entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
- Develop, implement, maintain and use appropriate administrative, technical and physical 4. safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
- Require any agents, including subcontractors to which the Contractor provides 5. PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

#### County of Solano Standard Performance Contract

- 6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
- 7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
- 8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
- 9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
- 10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
- 11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
- Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
- 13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
- 14. Upon termination of this Agreement for any reason:
  - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
  - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
  - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
  - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

County of Solano

Standard Performance Contract

- 15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
- 16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

## CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official's Name (type or print)

10/31/2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	RESIGNATIONS TO RETIRE	
REQUESTED ACTION:	APPROVAL	
SUMMARY:		
Name	Assignment	<b>Effective</b>
Barbara Cappel	Accounting Specialist	10/31/2012

CSEA, 27 years and 5 months of service

Fiscal Services

Government Code:	Board Policy: 4240	Estimated Fisca	l Impact: None
SUPERINTENDENT'S RECO	OMMENDATION:		☐ DISAPPROVAL ☐ TABLE
Charo Albar	rán		
Interim Director, Hum	an Resources		
PRESENTER'S	NAME		$\sim$
4000 0 1 1 1		ADI ON	
4000 Suisun Valle			The contract of
Fairfield, CA 945		The Contract	7
ADDRESS	8	JOWEL C. LAGU	ERRE, Ph.D.
		Superintendent-	President
(707) 864-71		-	
TELEPHONE NI	JMBER		
Administrati	on	October 26,	2012
ORGANIZAT	ION	DATE APPRO	
		SUPERINTENDENT	LDDECIDENT
October 26, 20	012	201 EMITTENDENT	-I KESIDENI

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM	13.(a)
MEETING DATE	October 17, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

**SUBJECT:** 

CHANGE ORDER NO. 01 TO TECHNICAL BUSINESS

SOLUTIONS CONTRACT FOR SCCD INSTALLATION OF

SECURITY CAMERA SYSTEM

**REQUESTED ACTION:** 

**APPROVAL** 

## **SUMMARY:**

Board approval is requested for Change Order No. 01 to Technical Business Solutions for the SCCD Installation of Security Camera System. This Change Order includes one proposed Change Order, which is for additional cameras and hardware for Building 1900 for a total cost of \$11,872.56.

Revised contract figures are as follows:

SUPERINTENDENT-PRESIDENT

Contract Award Amount	\$ 174,330.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ 11,872.56
Total Change Orders	\$ 11,872.56
Revised Contract Amount	\$ 186,202.56

Government Code: Board Policy: Estimated	Fiscal Impact: Measure G Funds \$11,872.56
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Tohn Smith, Kitchell CEM	•
PRESENTER'S NAME	M. O
4000 Suisun Valley Road Fairfield, CA 94534	Alle Comments
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
(707) 864-7825	Superintendent-President
TELEPHONE NUMBER	
Maintenance & Operations	October 5, 2012
ORGANIZATION	DATE APPROVED BY
October 5, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	



# Change Order

Solano Community College District

Kitchell CEM

4000 Suisun Valley Road Fairfield, CA 94534

Tel: 707-864-7189 Fax: 707-207-0423

Change Order # Project No.: 12-005 Date: 9/28/12

Project: Solano Community College District

1

Installation of Security Camera System

To: **Technical Business Solutions** 

11 W Kelly Road

Newbury Park, CA 91320

#### The Contract is Changed as Follows:

#### Invoice No.

516

Installation of two additional high definition cameras, exterior batteries, and antennas to provide security camera coverage for Building 1900 Maintenance and Operations yard.

TOTAL COST OF CHANGE ORDER	\$ ADD \$	11,872.56 11,872.56
Original Contract Sum: Total change By Previous Change Orders: Contract Sum Prior to This Change Order: Original Contract Sum will be Increased by This Change Order: The New Contract Sum Including This Change Order Will Be: The New Contract Completion Date Will Be: Contract Time Will be Unchanged by This Change Order: The date of substantial completion as of the of this change order is	\$ \$ \$ \$ \$	174,330.00  174,330.00 11,872.56 186,202.56 15-Oct-12 0 Days 15-Oct-12

TECHNICAL BUSINESS SOLUTIONS - SCCD INSTALLATION OF SECURITY CAMERA SYSTEM

	Description	Negotiated	Reason	93
		Amount		
Installation provide sec	Installation of two additional high definition cameras, exterior batteries, and antennas to provide security camera coverage for Building 1900 Maintenance and Operations yard.	\$ 11,872.56	Owner Requested	_
	TOTAL \$	\$ 11,872.56		

AGENDA ITEM	13.(b)
MEETING DATE	November 7, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

**SUBJECT:** 

FINANCING DOCUMENTS FOR FINANCING OF SOLAR GENERATION PROJECT WITH QUALIFIED ENERGY

CONSERVATION BONDS, RESOLUTION NO. 12/13-06

**REQUESTED ACTION:** 

SUPERINTENDENT-PRESIDENT

APPROVAL

#### **SUMMARY:**

Approval of the attached Governing Board Resolution No. 12/13-06 ("Resolution") will authorize staff to proceed with the issuance of up to \$12,300,0000 of Qualified Energy Conservation Bonds ("QECBs"), to be privately placed with Bank of America Leasing & Capital, LLC ("BofA") for the purpose of financing the District's procurement of a proposed solar generation project to be constructed at the District's three campuses and aggregating 2,861 kW-dc of solar capacity ("Project"). Issuance of the QECBs will entail execution of a Lease Agreement, Site Lease, Purchase Contract, Project Fund Agreement, and certain other financing documents described in the Resolution (collectively, the "Financing Documents"). Approval of this Resolution is intended to coordinate with the Governing Board's approval of the "Energy Service Contract" which is also on the November 7 Agenda for consideration.

Copies of the financing agreements are available in the Office of the Superintendent-President and the Office of the Vice-President of Finance and Administration.

Government Code: N/A Board Policy: 3020	Estimated Fiscal Impact: Project is self-funded
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Yulian I. Ligioso, Vice President	
Finance & Administration	
PRESENTER'S NAME	
400 Suisun Valley Road	Julie
Fairfield, CA 94534	The state of the s
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
	Superintendent-President
707-864-7209	A COLUMN TO THE PARTY OF THE PA
TELEPHONE NUMBER	
Finance and Administration	October 26, 2012
ORGANIZATION	
ONOTH (IDATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

## **GOVERNING BOARD**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT (TAXABLE QECB DIRECT SUBSIDY) AND SITE LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, PROJECT FUND AGREEMENT, FISCAL AGENCY AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

## RESOLUTION NO. 12/13-06

WHEREAS, The Solano Community College District (the "District"), a community college district duly organized and existing under the laws of the State of California, is authorized by the laws of the State of California, including specifically Sections 4217.12 and 4217.13 of the California Government Code, to purchase, acquire, and lease facilities for the production or conversion of energy from alternate sources as its primary fuel source, such as solar, and to enter into energy service contracts and financing contracts with respect thereto;

WHEREAS, The District desires to purchase, acquire and lease certain solar photovoltaic electric generating facilities (the "Facilities") pursuant to one or more energy service contracts with SunPower Corporation, Systems (the "Energy Service Contract") with an aggregate cost not to exceed \$12,300,000 for energy facilities that constitute a "qualified facility" under Section 45(d)(4) of the Internal Revenue Code of 1986, as amended (the "Code") that qualifies as a "qualified conservation purpose" under Section 54D(f) of the Code;

WHEREAS, On the date hereof, the Board of Trustees of the District will consider approval of the Energy Service Contract pursuant to Section 4217.12 of the California Government Code;

WHEREAS, In connection with the financing of the acquisition and installation of the Facilities, Banc of America Leasing & Capital, LLC (the "Offeror" or the "Assignee") has submitted to the District its written offer that, upon acceptance by the District and the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized under the laws of the State of California (the "Corporation"), will constitute a binding written contract (the "Purchase Contract") to enter into that certain Assignment Agreement (the "Assignment Agreement") between the Assignee and the Corporation, pursuant to which the Corporation will assign and transfer to the Assignee certain rights and interests of the Corporation under that certain Site Lease (the "Site Lease") to be entered into between the District, as lessor, and the Corporation, as lessee, and that certain Lease Agreement (Taxable QECB Direct Subsidy) (the "Agreement"), to be entered into between the Corporation, as lessor, and the District, as lessee, providing for the lease and lease-back of certain Leased Property (therein described) and the payment by the District of lease payments (the "Lease Payments") to the Corporation, which will be assigned to the Assignee;

## **GOVERNING BOARD**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT (TAXABLE QECB DIRECT SUBSIDY) AND SITE LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, PROJECT FUND AGREEMENT, FISCAL AGENCY AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

# RESOLUTION NO. 12/13-06 (Continuing – Page 2)

WHEREAS, The District wishes to approve the Purchase Contract, the Site Lease, the Agreement, the Assignment Agreement, that certain Project Fund Agreement (the "Project Fund Agreement") among the District, the Corporation and the Custodian therein identified, that certain Fiscal Agency Agreement between the District and the Custodian (the "Fiscal Agency Agreement"), and the forms of such agreements are on file with the Secretary to the Board of Trustees of the District;

WHEREAS, The District desires to designate the aggregate principal component of Lease Payments under the Agreement for purposes of Section 54D(a)(3) of the Code as a "qualified energy conservation bond" within the meaning of Section 54D(a) of the Code (the "Bond");

WHEREAS, The District desires to receive direct cash subsidy payments from the United States Department of Treasury as provided by Section 6431 of the Code with respect to the Agreement and, in that connection, to irrevocably elect to have Section 6431(f) of the Code apply to the Agreement;

WHEREAS, The Board of Trustees of the District deems it for the benefit of the District and for the efficient and effective administration thereof to enter into the Purchase Contract, the Site Lease, the Agreement, the Project Fund Agreement and the Fiscal Agency Agreement (collectively, the "District Financing Agreements") and to approve the Assignment Agreement (together with the District Financing Agreements, the "Financing Agreements") and the documentation related to the financing of the Facilities on the terms and conditions therein provided;

WHEREAS, The financing of the Facilities will result in the District incurring and paying certain fees for legal, financial, consulting, and custodial services, along with other reasonable costs pertaining to the Financing Agreements (collectively, the "Cost of Issuance"); and

WHEREAS, The Board of Trustees of the District desires to appoint certain professionals to provide services relating to the financing of the Facilities;

#### **GOVERNING BOARD**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT (TAXABLE QECB DIRECT SUBSIDY) AND SITE LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, PROJECT FUND AGREEMENT, FISCAL AGENCY AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

# RESOLUTION NO. 12/13-06 (Continuing – Page 3)

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, By the Board of Trustees of the District as follows:

Section 1. Determination of Recitals; Defined Terms. That all of the recitals set forth above are true and correct, and the Board of Trustees so finds and determines. Capitalized terms that are used but not defined in this Resolution shall have the same meaning as when such terms are used in the preambles to this Resolution.

Section 2. Public Hearing; Determination that Lease Payments for the Facilities are Self-Funding. The Board of Trustees has held a public hearing regarding approval of the Financing Agreements as required by Section 4217.13 of the Government Code, and has determined that the Facilities are expected to generate energy for the benefit of the District, offsetting energy otherwise purchased from Pacific Gas & Electric Company ("PG&E") over the useful life of the Facilities and that the funds for the Lease Payments due under the Agreement for the Facilities are projected to be available from payments that otherwise would have been used for the purchase of energy from PG&E.

Section 3. Approval and Authorization of the Financing Agreements. The form, terms and provisions of the Financing Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the President of the Board of Trustees of the District, the Superintendent/President or the Vice President. Finance Administration of the District, or such other officer of the District as the Superintendent/President may designate (each, and "Authorized Officer"), the execution of such agreements being conclusive evidence of such approval. The Authorized Officer is hereby authorized and directed to execute, and, if applicable, the Secretary to the Board of Trustees of the District is hereby authorized and directed to attest, the District Financing Agreements, and to deliver such District Financing Agreements to the respective parties thereto. The approval of the Purchase Contract is subject to the limitation that the bond yield on the Bond does not exceed the maximum amount permitted by law, and the aggregate principal amount of the Bond does not exceed \$12,300,000.

#### **GOVERNING BOARD**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT (TAXABLE QECB DIRECT SUBSIDY) AND SITE LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, PROJECT FUND AGREEMENT, FISCAL AGENCY AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

# RESOLUTION NO. 12/13-06 (Continuing – Page 4)

Section 4. Designation for Purposes of Section 54D(a)(3) of the Internal Revenue Code of 1986; Irrevocable Election. The District hereby designates the Agreement for purposes Section 54D(a)(3) of the Code as a "qualified energy conservation bond" within the meaning of Section 54D(a) of the Code. The District hereby further irrevocably elects to have Section 6431(f) of the Code apply to the Agreement.

Section 5. Other Actions Authorized. The officers and employees of the District shall take all action necessary or reasonably required by the parties to the Financing Agreements and to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the payment of Cost of Issuance in a total amount not-to-exceed two percent (2.0%) of the aggregate cost of the Facilities, and the execution and delivery of any closing and other documents required to be delivered in connection with any of the Financing Agreements.

# Section 6. Appointment of Authorized District Representatives. The Superintendent/President and Vice President, Finance Administration of the District are each hereby designated to act as authorized representatives of the District for purposes of the Agreement and the Project Fund Agreement until such time as the Board of Trustees of the District shall designate any other or different authorized representative for purposes of the Agreement and the Project Fund Agreement.

Section 7. Appointment of Certain Professionals. The Board of Trustees of the District hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and MuniBond Solar as Financial Advisor with respect to the financing of the Facilities.

**Section 8. Severability**. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

#### **GOVERNING BOARD**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT (TAXABLE QECB DIRECT SUBSIDY) AND SITE LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, PROJECT FUND AGREEMENT, FISCAL AGENCY AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

# RESOLUTION NO. 12/13-06 (Continuing – Page 5)

Section 9. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 10. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

**APPROVED, PASSED AND ADOPTED,** by the Board of Trustees of the Solano Community College District this 7th day of November 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Rosemary Thurston, President of the Solano Community College District Board of Trustees, do hereby certify that the foregoing is full, true and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

## ROSEMARY THURSTON

President of the Board of Trustees Solano Community College District

#### **GOVERNING BOARD**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT (TAXABLE QECB DIRECT SUBSIDY) AND SITE LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, PROJECT FUND AGREEMENT, FISCAL AGENCY AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

# RESOLUTION NO. 12/13-06 (Continuing – Page 6)

I, **Jowel C. Laguerre**, Secretary to the Solano Community College District Board of Trustees, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Solano Community College District Board of Trustees at regular meeting thereof held on the 7th day of November, 2012, by the above described vote of the Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Solano Community College District Board of Trustees this 7th day of November 2012.

JOWEL C. LAGUERRE, Ph.D.

Secretary to the Board of Trustees Solano Community College District

AGENDA ITEM 13.(c)
MEETING DATE November 7, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

ENERGY SERVICE CONTRACT WITH SUNPOWER CORPORATION FOR THE TURNKEY PROCUREMENT OF SOLAR GENERATION PROJECT, RESOLUTION NO.

12/13-07

**REQUESTED ACTION:** 

SUPERINTENDENT-PRESIDENT

APPROVAL

#### **SUMMARY:**

Board approval is requested for execution of agreements with SunPower Corporation, Systems for (i) the design, installation and commissioning of Solar/Photovoltaic Systems, (ii) a Solar System Output Guarantee Agreement, and (iii) an Operation and Maintenance Agreement (collectively, the "Energy Service Contract"), pursuant to Government Code Section 4217.10 et seq. An overview of the solar project and the Energy Services Contract were provided to the Board at the October 17, 2012, meeting. Approval of the Energy Service Contract is intended to coordinate with the Governing Board's approval of the financing documents for the Project on November 7, 2012.

Copies of the Project Agreements, which collectively make up the "Energy Services Contract," are available in the Office of the Superintendent-President and the Office of the Vice-President of Finance and Administration.

Government Code: 4217.10 Board Policy: 3020	Estimated Fiscal Impact: Project is self-funded
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Yulian I. Ligioso, Vice President	
Finance & Administration	1 7
PRESENTER'S NAME	M
400 Suisun Valley Road	Mull
Fairfield, CA 94534	Addust
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	
TEEL HOILE HOMBER	
Finance and Administration	October 26, 2012
ORGANIZATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

# SOLANO COMMUNITY COLLEGE DISTRICT

## **GOVERNING BOARD**

# RESOLUTION TO ENTER INTO AN ENERGY SERVICE CONTRACT

## RESOLUTION NO. 12/13-07

WHEREAS, Government Code section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, SunPower Corporation, Systems ("SunPower") has represented to the District that SunPower has developed certain procedures for the design and provision of energy conservation facilities for the production of energy from alternate sources, namely a photovoltaic system, as defined in Government Code section 4217.11 ("Energy Conservation Facilities"); and

WHEREAS, SunPower, in connection with District Staff and the District's independent energy consultant, Consulting on Energy and Environment ("CE&E") has completed an assessment of the Solano Community College District's current energy usage and projected energy usage with and without the installation of Energy Conservation Facilities and recommends the installation of Energy Conservation Facilities in the form of a photovoltaic system mounted on new carport structures, at Parking Lots 2 and 4 of the Solano Community College Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, California 94534 producing a total of approximately 1130.11 kW-dc ("Fairfield North Lot Site"); a photovoltaic system mounted on new carport structures, at Parking Lots 1 and 5 of the Solano Community College Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, California 94534 producing a total of approximately 1300.15 kW-dc

# SOLANO COMMUNITY COLLEGE DISTRICT

#### GOVERNING BOARD

# RESOLUTION TO ENTER INTO AN ENERGY SERVICE CONTRACT

#### RESOLUTION NO. 12/13-07

(Continuing - Page 2)

("Fairfield South Lot Site"); a photovoltaic system mounted on new carport structures, at the planned parking lot of the Solano Community College Vacaville Campus, located at 2001 North Village Parkway, Vacaville, California 95688 producing a total of approximately 238.06 kW-dc ("Vacaville Site"); and a photovoltaic system mounted on new carport structures, at the existing parking lot on the North West side of the Solano Community College Vallejo Campus, located at 545 Columbus Parkway, Vallejo, California 94591 producing a total of approximately 193.58 kW-dc ("Vallejo Site") (collectively, "Sites"); and

WHEREAS, SunPower has analyzed the energy needs of the Site and has represented that provision of the Energy Conservation Facilities on the Sites will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District ("Cost Savings"); and

WHEREAS, CE&E has prepared an energy analysis of the Cost Savings.

WHEREAS, On November 7, 2012, pursuant to Government Code section 4217.10 et seq., the Board held a public hearing at a regularly scheduled Board meeting, with respect to the District entering into an energy service contract; and

WHEREAS, Based upon the reports, analysis and presentation by SunPower, and the report, analysis and presentation by the CE&E, the anticipated cost to the District for solar energy that is generated by the Energy Conservation Facilities will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Facilities;

# SOLANO COMMUNITY COLLEGE DISTRICT

#### **GOVERNING BOARD**

# RESOLUTION TO ENTER INTO AN ENERGY SERVICE CONTRACT

## RESOLUTION NO. 12/13-07

(Continuing – Page 3)

WHEREAS, The District desires to enter into an energy service contract, through which SunPower would provide, design and install the Energy Conservation Facilities pursuant to the terms and conditions of the Energy Service Contract; and

WHEREAS, Government Code section 4217.13 authorizes a public agency to enter into a facility financing contract and facility ground lease on terms that its governing body determines are in the best interest of the public agency and if the governing body finds that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, are projected to be available from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both; and the District will consider such a facility financing contract during these public hearing proceedings.

**NOW, THEREFORE, BE IT RESOLVED,** That it is found, determined and resolved by the Governing Board of the District as follows:

- 1. The above recitals are true and correct.
- 2. The District held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
- 3. Based upon all available information, including but not limited to reports, analysis and presentations reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interests of the District to enter into an Energy Service Contract with SunPower.
- 4. The District's superintendent and designees are authorized to enter into an Energy Service Contract with SunPower, and to take all steps and perform all actions necessary to enter into

## **GOVERNING BOARD**

# RESOLUTION TO ENTER INTO AN ENERGY SERVICE CONTRACT

## RESOLUTION NO. 12/13-07

(Continuing - Page 4)

an Energy Service Contract with SunPower, and to take any actions deemed necessary to protect the interests of the District.

**PASSED AND ADOPTED**, By the Governing Board of the Solano Community College District at a regular meeting held on November 7, 2012, by the following vote:

	AYES:	
	NOES:	
	ABSENT:	
	ABSTAIN:	
DATED:		SIGNED:
		Rosemary Thurston
		President
		Governing Board
		Solano Community College District

# SOLANO COMMUNITY COLLEGE DISTRICT

## **GOVERNING BOARD**

# RESOLUTION TO ENTER INTO AN ENERGY SERVICE CONTRACT

# RESOLUTION NO. 12/13-07

(Continuing – Page 5)

I, Jowel C. Laguerre, Ph.D., Board Secretary of the Governing Board of Trustees, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Governing Board of the Solano Community College District at the regular meeting on November 7, 2012, which resolution is on file in the office of said Board.

DATED:

SIGNED:

Jowel C. Laguerre, Ph.D.

Board Secretary

Governing Board

Solano Community College District

# AGENDA ITEM 13.(d) MEETING DATE November 7, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

**SUBJECT:** 

DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY

RESOLUTION NO. 12/13-08

REQUESTED ACTION: A

SUPERINTENDENT-PRESIDENT

APPROVAL

## **SUMMARY:**

As District staff continue to accomplish housecleaning in a number of buildings, and in compliance with the 81000 series of the <u>California Education Code</u> for appropriate disposition methods and /or restrictions, staff is requesting approval of the attached resolution No. 12/13-08 authorizing the disposal of surplus computer equipment.

Staff will contact local school districts to inquire if there is any interest in the surplus computer equipment.

Staff will be present at the meeting to answer any questions from the Governing Board

Government Code: CEC 70902 (b) (6)m 81542 Boo	ard Policy: 3320 Estimated Fiscal Impact: \$N/A
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Dwight Calloway Director of Facilities	•
PRESENTER'S NAME	$\mathcal{A}_{\mathcal{A}}}}}}}}}}$
4000 Suisun Valley Road Fairfield, CA. 94534	and the second
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
(707) 864-7176	Superintendent-President
TELEPHONE NUMBER	
Maintenance & Operations	October 26, 2012
ORGANIZATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

# DESIGNATION AND DISPOSAL/DISPOSITION OF SURPLUS EQUIPMENT AND PROPERTY

# RESOLUTION NO. 12/13-08

WHEREAS, The California Education Code (Section 81000) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, that property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as miscellaneous broken and/or unusable furniture (desks, chairs, tables, work stations, etc.), science lab equipment/supplies, salvaged light fixtures, appliances and construction materials, is unsatisfactory for retention and not suitable for school use; now therefore be it

**RESOLVED**, The Director of Facilities, with the approval of the Superintendent-President, is authorized to dispose of said property.

**PASSED AND ADOPTED,** This 7<sup>th</sup> day of November 2012, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

AGENDA ITEM	13.(e)
MEETING DATE	November 7, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RESOLUTION PROCLAIMING DECEMBER 1, 2012 AS

WORLD AIDS DAY AT SOLANO COMMUNITY

COLLEGE, RESOLUTION NO. 12/13-09

REQUESTED ACTION: APPROVAL

SUPERINTENDENT-PRESIDENT

#### **SUMMARY:**

The global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS. The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS. It has become one of the most recognized international health days and a key opportunity to raise awareness, commemorate those who have passed on, and celebrate victories such as increased access to treatment and prevention services.

World AIDS Day provides an opportunity to focus local, national, and international attention on HIV infection and AIDS and to disseminate information on how to prevent the spread of HIV.

The Solano County 2012 World AIDS Day theme is Getting to Zero.

Government Code: Board Policy:	Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	
Mostafa Ghous, Director Student Development	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534-3197	The state of the s
ADDRESS	JOWELNC. LAGUERRE, Ph.D.
(707) 864-7168	Superintendent-President
TELEPHONE NUMBER	
Academic and Student Affairs	October 26, 2012
ORGANIZATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUPMITTED TO	

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

# RESOLUTION DECLARING DECEMBER 1, 2012 AS WORLD AIDS DAY RESOLUTION NO. 12/13/-09

WHEREAS, The global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS;

WHEREAS, The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS;

WHEREAS, The UNAIDS estimates that over 34 million people worldwide are currently living with HIV/AIDS including 2.5 million children at the end of 2010;

WHEREAS, The UNAIDS is encouraging a better understanding of the challenge of HIV/AIDS nationally as it recognizes that the number of people diagnosed with HIV and AIDS in the United States at 1.1 million people, 110,994 living with AIDS in California, and 1,656 AIDS cases in Solano County with 792 deaths from AIDS in Solano County by the end of 2010;

WHEREAS, World AIDS Day provides an opportunity to focus local, national and international attention on HIV infection and AIDS and to disseminate information on how to prevent the spread of HIV; and,

WHEREAS, the Solano County 2011 World AIDS Day theme is *Getting to Zero*, therefore be it

**RESOLVED,** That the Solano Community College District Governing Board does hereby declare December 1, 2012, as World AIDS Day and urges all citizens to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global and local challenge, to take part in the HIV/AIDS prevention

# SOLANO COMMUNITY COLLEGE DISTRICT **GOVERNING BOARD**

# RESOLUTION DECLARING DECEMBER 1, 2011 AS WORLD AIDS DAY RESOLUTION NO. 12/13-09

(Continuing - Page 2)

activities and programs, and to join the global effort to prevent the further spread of HIV/AIDS.

PASSED AND ADOPTED, This 7th day of November 2012, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

AGENDA ITEM 13.(f)
MEETING DATE November 7, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

AGREEMENT BETWEEN CHILDREN'S NETWORK OF

SOLANO COUNTY AND SOLANO COMMUNITY

COLLEGE

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

## **SUMMARY:**

The Children's Network's mission is to improve the lives of children in Solano County through education, advocacy, coordination of community services and community-based collaborative.

The Children's Network offers a comprehensive approach to raising educational standards (CARES) as a professional development program. The goal of the CARES program is to improve the quality of childcare and development services by increasing the educational levels and retention rates of the workforce.

The Children's Network requests that Solano Community College offer specialized Early Childhood Education counseling for their clients. This contract asks for up to 150 hours at \$71.00 an hour, or \$10,650.00. This agreement will pay Solano College to allocate counseling time specifically for Children's Network of Solano County.

Government Code: N/A Board Policy: 3520 BOT Goal: #5 Support and monitor activities designed	Estimated Fiscal Impact: \$10,650 revenue to improve and support student success
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ TABLE</li></ul>
Erin Vines, Ed.D.  Dean, Counseling & Special Services  PRESENTER'S NAME  4000 Suisun Valley Road	Herrison
Fairfield, CA 94534  ADDRESS	JOWEL C. LAGUERRE, Ph.D.
(707) 864-7256	Superintendent-President
TELEPHONE NUMBER	
Academic Affairs & Student Affairs	October 26, 2012
ORGANIZATION	DATE APPROVED BY
October 26, 2012	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	



This agreement is entered into as of October 1, 2012, by and between The Children's Network of Solano County, herein referred to as the "Agency" and Solano Community College, herein referred to as the "Independent Contractor".

Solano CARES Plus is funded by First 5 Solano and being implemented by the Agency. A component of this program reimburses Early Childhood Education and Child Development professionals for coursework completed leading to AA, BA and MA degrees.

#### I. Scope of Work

The Independent Contractor shall support implementation of the Solano CARES Plus program by hiring a General Education Counselor to support participants' pathways to degree completion and/or matriculation to a 4 year college. Specifically:

- 1. The counselor will be available to 75 CARES Plus participants for 2 hours each over the term of this contract.
- 2. The counselor will be available at mutually agreed upon times, to include:
  - Monday through Thursday at all 3 campuses of Solano Community College; Fairfield, Vacaville and Vallejo;
  - b. Late afternoon and evening hours to accommodate participant schedules, as they are working professionals.
  - c. Upon agreement as to location and time, a schedule of availability will be developed for use by Solano CARES Plus participants and Agency staff.
- 3. The counselor will be in close communication with Agency staff to ensure that individuals seeking counseling through this contract are participants in the CARES Plus program.
- 4. The counselor will maintain records of counseling sessions with eligible participants for assessment purposes by Solano CARES Plus staff and for billing documentation purposes.

# II. Duration and Compensation

The scope of work will be accomplished by no later than June 30, 2013. Payment to the Independent Contractor will be at the rate of \$71.00 per hour, not to exceed 150 hours, or \$10,650.00 total. Funds will be paid to the Independent Contractor on a monthly basis upon submission of an itemized invoice listing participants served to the Agency.

# III. Modification, Extension and Termination

This agreement may be modified only by a written amendment signed by both parties. Agency or the Independent Contractor may terminate this agreement, at any time, with good cause upon twenty (20) days written notice one to the other.

Following termination, the Independent Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this agreement.

#### IV. Indemnification

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

during the progress of rendering such services. This indemnification clause shall apply to all damages or claims for damages suffered by the Independent Contractor's operations under this contract regardless if any insurance is applicable or not.

## V. Confidentiality

The Independent Contractor will not at any time disclose or use, either during or subsequent to performance of the contract, any information, knowledge or data which was learned during the performance of the contract which is considered confidential by The Agency. Such information, knowledge or data may consist of the following which is by example only: accounting or financial data, salary data, marketing data, business plans and strategies, negotiations and contracts, customer or vendor lists and the identities of or personal information regarding any of the clients which Agency serves.

Further this agreement shall be binding upon the successors, heirs, assigns and personal representatives of the Independent Contractor, and shall be for the benefit of the successors and assigns of the Agency. In the event that a dispute arises concerning this agreement and a lawsuit is filed, the prevailing party shall be entitled to a reasonable attorney's fees and costs.

## VI. Conflict of Interest

The Independent Contractor warrants that it or its employees or their immediate families have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this agreement. The Independent Contractor agrees that no person having any such interest shall be employed or retained by the Independent Contractor while rendering services under this agreement. Services rendered by the Independent Contractor's associates or employees shall not relieve the Independent Contractor from personal responsibility under this clause. This clause shall not be construed to limit in any way the Independent Contractor's right to engage in contract work for other organizations that will benefit the Agency.

In Witness whereof, the Agency and the Independent Contract date first written above.	tor have executed this agreement as of the
BY: Fren Von	SSN/EIN:
Print name: ERIN VINES	
Address: 4000 Susun Valley Ro	•
BY:	
Agency Director	8 4