AGENDA ITEM
MEETING DATE

10.(b)
September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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	II.	•	•	•

Members of the Governing Board

SUBJECT:

CONSENT CALENDAR - DONATION

REQUESTED ACTION:

APPROVAL

SUMMARY:

NAME AND ADDRESS

ITEMS

DEPARTMENT

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

Diane Franco Nelson 3712 Moorpark Avenue San Jose, CA 95117

September 6, 2013

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Beechcraft Bonanza B-35 Airplane

School of Applied Technology & Business

Government Code: Board Policy: 33	50 Estimated Fiscal Impact: In-Kind Gift Unknown
SUPERINTENDENT'S RECOMMENDATION	N:
Jowel C. Laguerre, Ph.D. Superintendent-President	
PRESENTER'S NAME	
360 Campus Lane, Suite 201 Fairfield, CA 94534	Sur "
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7112	Superintendent-President
TELEPHONE NUMBER	
Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY

AGENDA ITEM 10.(c)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION:

APPROVAL

EMPLOYMENT 2013-2014

Regular Assignment

Name	<u>Assignment</u>	Effective
Dena Hudson	Admin. Assist. II to Director of	08/08/13
	Student Development &	
	MESA (10-month assignment)	
	Range 11 Step 6	
Rachel Ancheta	Human Resources Generalist	09/03/13
	Range 33 Step 3	
TBA	A&R Analyst	TBA
TBA	Courier	TBA
Francesca Sisto	FA Systems Analyst	09/19/13
	Range 16 Step 2	05,15/15

Released Time

<u>Name</u> LaNae Jaimez	Assignment Coordinator, School of Social & Behavioral Science	% of Released Time 20%	<u>Dates</u> Fall 2013 – Spring 2014
Margherita Molnar	Coordinator, School of Mathematics and Science	20%	Fall 2013 – Spring 2014

Nona Cohen-Bowman

Interim AVP, Human Resources

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

September 6, 2013

Date Submitted

September 6, 2013

Date Approved

Short-term/Temporary/Substitute

Name	Assignment	Effective	Amount
Eileen Amick	Substitute Ex. Assist - HR	09/01/13 - 11/01/13	\$19.84 hr.
Lisa Abbott	Substitute Scheduling Specialist Curriculum	07/01/13 - 07/17/13	
Lisa Abbott	Substitute Scheduling	07/01/13 - 07/17/13	\$16.39 hr.
	Specialist A & R	07/01/15	\$10.39 III.
Brenda Arnold	Substitute Student Srvcs II Financial Aid	08/01/13 - 10/01/13	\$16.39 hr.
Joyce Averett	Skills Lab Instructor	08/12/13 - 12/12/13	\$50 CO L
Curtiss Brown	PE Instruction for PG&E	09/19/13 - 12/31/13 09/19/13 - 12/31/13	
Angela Buford	Office Assistant Contract Ed	09/13/13 - 12/31/13 09/13/13 - 12/20/13	
Cyrielle Carrerra	Registration Aide A& R	07/01/13 - 12/20/13 07/01/13 - 12/31/13	State
Amber Cheatham	Substitute Student Srvcs Assist	09/01/13 - 12/31/13 09/01/13 - 10/31/13	
	II Financial Aid	09/01/13 - 10/31/13	\$16.39 hr.
Sarah Donovan	FYE Academic Affairs	09/12/12 06/20/14	0000
Marisol Delgado	Registration Aide A&R	08/12/13 - 06/30/14	T - 0.0 / AAA.
Marisol Delgado	Substitute Scheduling	07/18/13 - 06/30/14	0.80-00.70000000 (80-80-0.00)
2 organo	Specialist Curriculum	07/01/13 - 07/17/13	\$16.39 hr.
Dawna DeMartini	Orientation Planning Umoja	07/01/13 - 06/30/14	\$58.60 hr.
Adam Wayne Gistarb	Theatre Technician	09/05/13 - 06/30/14	- 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Paul Hidy	Develop Curriculum for Alt. &	09/05/13 - 00/30/14 09/05/13 - 12/31/13	\$12.00 hr.
•	Renewable Fuel & Vehicle Tech Program Grant	03/03/13 - 12/31/13	\$66.67 hr.
Ian McIver		07/01/10	
Myra Kargbo	Film/TV Program Review Skills Lab Instructor	07/01/13 - 08/15/13	\$66.67 hr.
Zyra Larot		08/12/13 - 5/31/14	\$50.53 hr.
Zyra Larot	Substitute Student Srvcs Assist II Financial Aid	09/01/13 - 10/31/13	\$16.39 hr.
James Long	Drop In Lab	08/12/13 - 06/30/14	\$66.67 hr.
Jerry Lowe	Substitute Cosmetology Lab	08/10/13 - 06/30/14	\$23.32 hr.
	Technician	00/10/13 00/30/14	\$23.32 nr.
Christopher McBride	Drop In Lab	08/12/13 - 06/30/14	\$69.25 hr.
Karen McCord	Basic Skills Umoja	07/01/13 - 08/12/13	\$69.25 hr.
10 min	Coordinator		407.20 III.
Rennée Moore	Academic Affairs	08/01/13 - 12/31/13	\$69.25 hr.
	Coordinator/Liaison		Ф09.23 III.
Sandra Moore	UMOJA Orientation	07/01/13 - 12/13/13	\$54.56 hr.
Erin Mosley	Office Assistant Financial Aid	08/12/13 - 06/30/14	\$ 9.60 hr.
Joshua Pettitt	Carpenter Facilities	08/02/13 - 06/30/14	\$20.89 hr.
Melissa Reeve	FYE Coordination Academic	08/12/13 - 06/30/14	\$62.64 hr.
	Affairs	00/20/14	ψ02.0 + III.
Zaid Shlah	Drop In Lab	08/12/13 - 06/30/14	\$58.60 hr.
Rischa Slade	Office Assistant Umoja	09/19/13 - 12/13/13	\$ 9.60 hr.
Carol Zadnik	Office Assistant Distance	001001	\$ 9.60 hr.
	Education	12/20/13	φ 9.00 Hr.

Professional Experts

Name Grag Pagin	Assignment Westerland	<u>Dates</u>	Amount
Greg Begin	Workshop presenter Kinship Care Education	10/08/13	\$ 250.00
Greg Begin	Workshop presenter Kinship	09/10/13	\$ 250.00
	Care Education		
Greg Begin	Workshop presenter Kinship	11/12/13	\$ 250.00
	Care Education		
Greg Begin	Workshop presenter Kinship	12/10/13	\$ 250.00
	Care Education		
Deborah Barlow	Accompanist	08/12/13 - 09/10/13	\$ 487.50
Deborah Barlow	Accompanist	09/11/13 - 10/10/13	\$ 487.50
Deborah Barlow	Accompanist	10/11/13 - 11/10/13	\$ 487.50
Deborah Barlow	Accompanist	11/11/13 - 12/10/13	\$ 487.50
Deborah Barlow	Accompanist	12/11/13 - 01/10/14	\$ 462.50
Deborah Barlow	Accompanist	01/11/14 - 02/10/14	\$ 462.50
Deborah Barlow	Accompanist	02/11/14 - 03/10/14	\$ 462.50
Deborah Barlow	Accompanist	03/11/14 - 04/10/14	\$ 462.50
SherryCurrie-Proctor	Workshop presenter Kinship	09/06/13 - 09/26/13	\$ 900.00
nero vinita	Care Education		
SherryCurrie-Proctor	Workshop presenter Kinship	10/03/13 - 10/24/13	\$ 900.00
	Care Education		
SherryCurrie-Proctor	Workshop presenter Kinship	11/04/13 - 11/21/13	\$ 900.00
	Care Education		
Jacqueline Jones	Workshop presenter Kinship	09/03/13	\$ 180.00
	Care Education		
Jacqueline Jones	Workshop presenter Kinship	10/01/13	\$ 180.00
	Care Education		
Jacqueline Jones	Workshop presenter Kinship	11/19/13	\$ 180.00
	Care Education		
Jacqueline Jones	Workshop presenter Kinship	12/03/13	\$ 180.00
	Care Education		
Netirza Levine	ASL Interpreting Services	08/22/13 - 06/30/14	\$30.00 hr.
Kerry Pilley	Workshop presenter Kinship	09/03/13 - 09/26/13	\$1440.00
	Care Education		
Kerry Pilley	Workshop presenter Kinship	10/01/13 - 10/28/13	\$1800.00
	Care Education		
Kerry Pilley	Workshop presenter Kinship	11/04/13 - 11/21/13	\$1440.00
	Care Education		

Professional Experts continued:

Name	Assignment	<u>Dates</u>	Amount
Noel Vargas	Workshop presenter Kinship Care Education	09/04/13 - 09/26/13	\$1080.00
Noel Vargas	Workshop presenter Kinship Care Education	10/02/13 - 10/28/13	\$1440.00
Noel Vargas	Workshop presenter Kinship Care Education	11/04/13 - 11/21/13	\$1260.00
Noel Vargas	Workshop presenter Kinship Care Education	12/04/13 - 12/11/13	\$ 360.00
Tyffany Wanberg	Workshop presenter Kinship Care Education	09/04/13 - 09/26/13	\$1440.00
Tyffany Wanberg	Workshop presenter Kinship Care Education	10/02/13 - 10/24/13	\$1440.00
Tyffany Wanberg	Workshop presenter Kinship Care Education	11/04/13 - 11/21/13	\$1800.00
Tyffany Wanberg	Workshop presenter Kinship Care Education	12/04/13 - 12/11/13	\$1800.00
Shannon Rourke	Scenarios for Practical Exams	08/12/13 - 12/30/13	\$ 350.00

GRATUITOUS SERVICE

School/Department SHP&D UMOJA SHP&D SHP&D SHP&D SHP&D	Name John Anderson Raisa Ballesteros Monica Bustos Sarah Cabales Bobby Campo Tanya Chilcote	Assignment Assist with Swim Practice Assist with UMOJA students Assist with Practice Assist with Practice Assist. Baseball, Basketball & Volleyball Coaches Assist with lab set up, clean up and
SHP&D Horticulture UMOJA SHP&D	Corina Cornelius Victor Devera Nyja Gravely Brian Houle	inventory Assist Head Coach Woman's Basketball team TA for Hort. 50 class Assist with UMOJA students
SHP&D	Joe Kolles	Coaching & Recruiting Assist Head Coach Woman's Soccer Team
SHP&D SHP&D	Jesus Mata Teryl Morrison	Assist Head Coach Woman's Soccer program Assist Head Coach Woman's Basketball team

GRATUITOUS SERVICE continued:

School/Department	Name	Assignment
UMOJA	Latoya Long	Assist with UMOJA students
Science	Carla Murphy	Assist with lab set up, clean up, and field trips
SHP&D	Thomas Pavesi	Coaching & Field work
SHP&D	Glen Perseveranda	Assist Head Coach Men's
		Basketball team
SHP&D	Jesus Neal	Assist with Swing Dance class
SHP&D	Shannon Rankin	Assist Head Coach Woman's
		Basketball team
Clinical Stimulation Center	Potenciano Salvador	Set up center and work with
arra a	T-1-0	Students
SHP&D	John Sanders	Assist Head Coach Men's
GIID 0 D		Basketball team
SHP&D	Ann Talamantes-Ristow	Assist Head Coach Woman's
		Basketball team
SHP&D	Mark Torguson	Assist Head Coach Woman's
		Soccer program
Horticulture	Victor Devera	TA for Hort. 50 class
Science	Jay Williams	Assist with lab set up, clean up and inventory

RESIGNATIONS

Name	Assignment	Dates
Jeff Lamb	Spanish Instructor	08/11/13

AGENDA ITEM 10.(d)

MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

CONSENT CALENDAR - FINANCE & ADMINISTRATION

REQUESTED ACTION:

APPROVAL

PERSONAL SERVICES AGREEMENTS

Small Business Development Center Charles Rieger, Interim Director

		AL DILUCTOR			
Name	Assignment	Effective	Amount		
Eric Ryan	Develop strategic planning retreat for the EWD small business sector, and ongoing strategic planning	September 5, 2013- June 30, 2014	Not to exceed \$12,000.00		
	Workforce Training and Grants Management <u>Deborah Mann, Director</u>				
ACDC	Instruction development for ARFVTP Implementation	October 7, 2013- October 11, 2013	Not to exceed \$28,000.00		
Alberta Lloyd	ARFVTP Grant support and development.	October 1, 2013- December 31, 2013	Not to exceed \$21,120.00		
<u>Counseling and Special Services</u> <u>Barbara Pavão, Dean</u>					
Diane Crosley-Mayers	Social Work Supervisor for UMOJA/Harambee Program	September 1, 2013 - June 30, 2014	Not to exceed \$3,600.00		

Yulian I. Ligioso

Vice President, Finance and Administration

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

September 6, 2013

Date Submitted

September 6, 2013

Date Approved

Governing Board Agenda – September 18, 2013

CONSENT CALENDAR – FINANCE & ADMINISTRATION

Personal Services Agreements

Page 2 of 2

School of Social and Behavioral Sciences Salvador Codina, Interim Dean			
Reena Evers-Everette	Civil Rights History Tour Assistant	June 25, 2013	Not to exceed \$400.00
Reva Land	Civil Right History Tour Song Leader	June 23, 2013- June 28, 2013	Not to exceed \$200.00
Charles McLaurin	Civil Right History Tour Tour Assistant	June 26, 2013	Not to exceed \$600.00
Simeon Wright	Civil Right History Tour Tour Assistant	June 27, 2013	Not to exceed \$1,500.00
	School of Applied Technol Máire Morinec	ogy and Business Dean	
Diablo Water District	Water/Wastewater planning and development with CSU's and or UC's to move forward with Water/Wastewater Engineering Certificate	September 5, 2013 – June 30, 2014	Not to exceed \$3,750.00
Green Tech Education & Employment	Solar Case Project Instruction in conjunction with CCCCO Career Awareness Development	September 19, 2013- October 13, 2013	Not to exceed \$10,000.00

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

SUMMARY:			
08/08/13	Vendor Payment	2511048433-2511048558	\$25,939.50
08/14/13	Vendor Payment	2511048559-2511048635	\$348,102.81
08/14/13	Vendor Payment	2511048636-2511048637	\$25,419.18
08/20/13	Vendor Payment	2511048638-2511048700	\$162,926.61
08/20/13	Vendor Payment	2511048701-2511048713	\$238,102.30
08/20/13	Vendor Payment	2511048714-2511048716	\$16,385.64
08/22/13	Vendor Payment	2511048717-2511049050	\$59,535.60
08/27/13	Vendor Payment	2511049051-2511049172	\$392,556.66
08/27/13	Vendor Payment	2511049173-2511049181	\$254,867.47
09/04/13	Vendor Payment	2511049182-2511049241	\$514,134.61
09/04/13	Vendor Payment	2511049242	Void
09/04/13	Vendor Payment	2511049243-2511049256	\$141,465.30
09/04/13	Vendor Payment	2511049257-2511049257	\$25,812.00
			\$2,205,247.68

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: Board Policy:	Estimated Fiscal Impact: \$2,205,247.68
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Yulian Ligioso, Vice President Finance & Administration	
PRESENTER'S NAME	Marine
360 Campus Lane, Suite 201 Fairfield, CA 94345	The state of the s
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	
Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

-9-

AGENDA ITEM	10.(f)
MEETING DATE	September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

EXTENTION OF AGREEMENT WITH ROY V. STUTZMAN FOR CONSULTING SERVICES

REQUESTED ACTION: APPROVAL

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

SUMMARY:

Board approval is requested to extend the previously approved agreement with Roy V. Stutzman for consulting services and advising in the areas of facilities planning and long-term funding for facilities development and modernization. The original contract term was April 18, 2013 through June 30, 2013, and extended once through August 31, 2013. This new amendment will include assisting the District with the completion of the Educational Master Plan providing advice on mapping the academic programs to the Facilities Master Plan.

The extension of the agreement term is September 1, 2013 through June 30, 2014, with an additional fee of \$7000.00.

Government Code: N/A	Board Policy: 3225	Estimated Fiscal Impact: \$7,000 Measure Q Funds
SUPERINTENDENT'S REC	COMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Leigh S		
Executive Bond	ls Manager	. ^
PRESENTER	'S NAME	
4000 Suisun Va	alley Road	Deluis h
Fairfield, CA 94534		Allino
ADDRESS		JOWEL C. LAGUERRE, Ph.D. Superintendent-President
707-863-7855		Superimentality Testacht
TELEPHONE	NUMBER	
Administra	ation	September 6, 2013
ORGANIZA	TION	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
September 6	, 2013	SOI EMILITENDENT-FRESIDENT

AGENDA ITEM 10.(g)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

EXTENTION OF AGREEMENT WITH DANNIS WOLIVER

KELLY (DWK), CONSTRUCTION ATTORNEYS FOR

MEASURE G AND MEASURE Q BONDS

REQUESTED ACTION:

APPROVAL

SUMMARY:

Board approval is requested to extend the previously approved agreement with DWK for construction counsel related to Measure G and Q Bonds. Services will include advising in the areas of all construction related matters, including, but not limited to:

- 1. Real estate purchase and lease agreements.
- 2. Public contract code interpretation.
- 3. Procurement advice.
- 4. Contract review and development.

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

- 5. Negotiation and representation at meetings as necessary.
- 6. Other matters related to execution of the Measure G and Measure Q Bonds.

This request extends the original contract dated July 1, 2012 through June 30, 2014, with an additional fee not to exceed \$96,000.00.

Government Code: N/A Board Policy: 3225	Estimated Fiscal Impact: \$96,000 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ NOT REQUIRED☐ TABLE
Leigh Sata Executive Bonds Manager	
PRESENTER'S NAME	
360 Campus Lane, Suite 201 Fairfield, CA 94534	Attily
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-863-7855	Superintendent-President
TELEPHONE NUMBER	
Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2013, by and between the Solano Community College, hereinafter referred to as College, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, College and Attorney agree as follows:

College appoints Attorney to represent, advise, and counsel it, from July 1, 2013, through and including June 30, 2014, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

College shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Except as hereinafter provided, College agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred dollars (\$300) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of College, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, College shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

College further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. College agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of College or emergency conditions which occasionally arise.

College further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of College and Attorney, Attorney may pay for such costs and expenses and College shall advance costs and expenses to Attorney.

Attorney shall send College a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, in cluding the amount, rate and basis for calculations or other methods of determination of Attorney's fees. College shall pay Attorney's statements within thirty (30) days after each statement's date. Upon College office's request for additional statement information, Attorney shall provide a bill to College no later than ten (10) days following the request. College is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the College.

Because Attorney represents many school and community college Districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the College would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the College of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to College. If College has any question about whether Attorney has a conflict of interest in its representation of College in any matter, it may contact Attorney or other legal counsel for clarification.

College or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE DISTRICT	
Jowel C. Laguerre, Ph. D. Superintendent-President	Date
DANNIS WOLIVER KELLEY	9/11/2013
Deidree Sakai Attorney at Law	Date

authorized the Board president, Superintendent or Designee to execute this Agreement.

At its public meeting of

_____, 2013, the Board approved this Agreement and

AGENDA ITEM	10.(h)	
MEETING DATE	September 18, 2013	

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT

AND CHILD START INCORPORATED

REQUESTED ACTION:

APPROVAL

SUMMARY:

A renewal agreement between Solano Community College District and Child Start Incorporated for special educational services is being presented to the Governing Board for approval.

The District will provide CDFS 080, Early Childhood Administration, for up to 20 Child Start Inc., employees. Employees will attend 48 hours of instruction. The class is scheduled to start on September 10, 2013. Training will be delivered at the Child Start Incorporated office. Students who successfully complete the class will be awarded three hours of College credit.

Child Start Incorporated will compensate the District \$12,500.00 for all educational services rendered. This fee includes the cost of the instructor, all course materials, and Certificates of Success.

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 Workforce Training and Grants Management.

Government Code: 78021 CEO 2013-14 Goal: Implem	Board Policy: nent Master Plans:		Estimated Fiscal Impac nal Master Plan and Faci	ct: \$ 12,500 Revenue lities Master Plan
SUPERINTENDENT'S RECO	OMMENDATION:			☐ DISAPPROVAL☐ TABLE
Deborah Mann, I Workforce Training and Gr				
PRESENTER'S				11
4000 Suisun Valle Fairfield, CA 9			A LA	inj
ADDRESS	5		JOWEL C. LAGU	ERRE, Ph.D.
707-864-719	95		Superintendent-	-President
TELEPHONE NU	UMBER	_		
Academic and Stude	ent Affairs		September 6	. 2013
ORGANIZAT	ION		DATE APPRO	VED BY
Sentember 6. 2	012		SUPERINTENDENT	T-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District" and CHILD START INCORPORATED, hereinafter referred to as "Child Start."

WHEREAS, Child Start desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide ECE 080, Early Childhood Administration, for up to twenty (20) Child Start employees. The training includes forty-eight (48) hours of instruction. The class is scheduled to start on September 10, 2013. Students who successfully complete the class will be awarded three (3) hours of college credit. The course will be delivered at the ChildStart office.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. Child Start will identify all employees who will participate in the class.
- D. Child Start will compensate the District for all services rendered and expenses at a rate of eleven thousand dollars and no cents (\$12,500.00). This fee includes the cost of the instructor, all course materials, and Certificates of Success. Should additional services such as tutoring be required, an addendum to this contract may be added.
- C. Payment by Child Start to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that Child Start and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Child Start and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Child Start, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Child Start. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such

services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Child Start will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of Child Start under this Agreement or of any persons directly or indirectly employed by, or acting as agent for Child Start, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve Child Start from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of Child Start operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

H. Child Start agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of Child Start's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Debbie McGrath	Jowel C. Laguerre, Ph.D.
Human Resources Director	Superintendent-President
Child Start Incorporated	Solano Community College
Napa, CA	Fairfield, CA
Date	Date

AGENDA ITEM 10.(i)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

SMALL BUSINESS DEVELOPMENT CENTER (SBDC)
SERVICES AGREEMENT WITH CITY OF VALLEJO FOR

FY 2013-2014

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

This 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, 2013 through June 30, 2014.

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

Government Code: CFR Title 13 Boa BOT 2013-14 Goals: Goal #2 Fiscal Stability	rd Policy: 3520 Estimated Fiscal Impact: \$12,000
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Charles Rieger, Interim Director Small Business Development Center	_ \
PRESENTER'S NAME	March 1
360 Campus Lane, Suite 102 Fairfield, CA 94534	a truly
ADDRESS	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
707-863-7886	Supermeenteri Testdent
TELEPHONE NUMBER	
Academic and Student Affairs	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 9th day of September, 2013, 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 ofthis 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. Licenses', 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 slowdown 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, 2013, and shall continue in full force and effect until June 30, 2014.
- 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 Rieger Interim 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 BUSINESS DEVELOPMENT CENTER A Not-for-profit corporation

Jowel C. Laguerre, Ph.D. Superintendent/President Solano Community College District
CITY OF VALLEJO, A municipal corporation
By: Daniel E. Keen City Manager
ATTEST: By:
Dawn Abrahamson City Clerk

Bv.

APPROVED AS TO CONTENT:
By: Ursula Luna-Reynosa Economic Development Director
APPROVED AS TO INSURANCE REQUIREMENTS:
By: Darrell Handy Risk Manager
APPROVED AS TO FORM:
By: Claudia Quintana City Attorney

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 Rieger Interim Director Solano College SBDC 360 Campus Lane, Ste. 102 Fairfield, CA 94534 707-863-7886

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

2. Services to be Provided. 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.

D. Workshops / Training Programs

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair. The event will take place in November, 2013. 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.

E. Progress Reports

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

- 1. For the period between July 1, 2013- December 31, 2013. Report due to CITY by February 15, 2014.
- 2. For the period between January 1, 2014- June 30,2014. Report due to CITY by August 15, 2014.

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.

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT EXHIBIT B – COMPENSATION

1. 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 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
- C. Upon satisfactory completion of Scope of Services., City will make payments to GRANTEE as follows:
 - 1. Upon receipt of First Progress Report- \$6,000
 - 2. Upon receipt of Second Progress Report- \$6,000

2. 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) hour notice.

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

3. 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.

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT EXHIBIT B – COMPENSATION

4. 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.

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.
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. 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:

- 1. 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.

4. 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. <u>Acceptability of Insurers</u>

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. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage 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.(j)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

SMALL BUSINESS DEVELOPMENT CENTER (SBDC) SERVICES AGREEMENT WITH CITY OF RIO VISTA

FOR FY 2013-2014

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

This item is to renew a Consultant and Professional Services Agreement between the Solano College Small Business Development Center (SBDC) and the city of Rio Vista. The scope of the Agreement will include the delivery of entrepreneurial training and one-on-one counseling to Rio Vista 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 \$2,000 for the period July 1, 2013 through June 30, 2014.

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

Government Code: CFR Title 13 BOT 2013-14 Goals: Goal #2 Fiscal Si	Board Policy: 35. tability	20 Estimated	d Fiscal Impact: \$2,000
SUPERINTENDENT'S RECOMMENDAT	TION:	APPROVAL NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Charles Rieger, Interim Director Small Business Development Center PRESENTER'S NAME		\vee	
360 Campus Lane, Suite 102 Fairfield, CA 94534 ADDRESS		JOWEL C. LAG	UERRE, Ph.D.
707-863-7886 TELEPHONE NUMBER		Superintender	nt-President
Academic and Student Affairs		September	6, 2013
ORGANIZATION September 6, 2013		DATE APPR SUPERINTENDEN	

AGREEMENT FOR SMALL BUSINESS SUPPORT SERVICES

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

RECITALS

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

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

- 1. CENTER shall perform small business training and counseling as follows:
 - (a) City of Rio Vista-based technical assistance

At least four (4) hours per month of technical assistance (one-on-one counseling) in the areas of business planning, accounting, financing, marketing, government procurement, human resources, and other small business related topics will be available free of charge to Rio Vista businesses and entrepreneurs. The one-on-one counseling will be delivered at a mutually agreed upon location between the business owner or entrepreneur and the CENTER business advisor (e.g. client's business location, chamber of commerce, community center, etc.).

(b) Microloan and Other Financial Loan Programs

The CENTER will provide Rio Vista businesses technical assistance in applying for SBA guaranteed loans, State guaranteed loans, County of Solano CDBG microenterprise and business assistance loans, micro-loans, and commercial loan programs.

(c) Seminars for Rio Vista Businesses

CENTER will schedule and deliver three (3) small business seminars during the term of the contract at a Rio Vista location provided by the CITY or similar location secured by the CENTER (e.g. chamber of commerce, library, etc.). The CENTER will coordinate, market, and conduct the seminars. Seminars will be 2 to 4 hours in length and cover topics such as, but not limited to, the following topics:

Starting and Managing a Small Business
How to Write a Business Plan
Understanding Financial Statements
Basic Bookkeeping/Accounting
Marketing
Retail Profitability Tactics
Customer Service
Social Media for Business
Small Business Financing

(d) <u>Presentations to Merchant Organizations and other Business Groups</u>
The CENTER will work cooperatively with the Rio Vista Chamber of Commerce and other local business organizations. The CENTER will work with the CITY to coordinate a presentation to these organizations on services available through the Small Business Development Center.

(e) Provide Permitting and Start-up Information

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

(f) Progress Reports

The CENTER will provide progress reports to the CITY every six (6) months. The reports will contain a listing of small business clients counseled, training events conducted, and economic impact resulting from the services provided.

- 2. CITY agrees to pay CENTER as full compensation for all services and duties performed the sum of \$2,000 for the fiscal year.
- 3. With each Progress Report, CENTER shall render a semiannual invoice to CITY for services performed during the prior six-month period, which shall be paid upon its approval by CITY.
- 4. CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the consulting services. No personal use of CITY equipment, supplies or services is allowed and CENTER shall comply with all CITY policies regarding use of CITY resources. The City of Rio Vista and the CENTER will work cooperatively to market technical assistance counseling, seminars, and other special events co-sponsored by the two agencies. This may include mailing flyers, placing press releases in the City's newsletters, or placement on the City's website.
- 5. In the performance of the services in this Agreement, CENTER is an independent contractor and is not an agent or employee of CITY. CENTER, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CENTER has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CENTER in the performance of said service hereunder. CENTER shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.
- 6. The term of this Agreement shall be for the period from July 1, 2013 to June 30, 2014.

This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated two (2) weeks from and after the date of delivery or mailing of the notice, unless the notice specifies otherwise. Final payment shall be pro-rated as of the termination date.

7. Except as otherwise stated herein, any and all obligations of CITY and CENTER are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CENTER, shall be set forth in written amendments to this Agreement.

8. NONDISCRIMINATION.

- (a) CENTER shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated.
- (b) Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, CENTER agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CENTER or CENTER'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CENTER agrees that any and all violation of this provision shall constitute a material breach of the Agreement.
- 9. CENTER shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CENTER'S services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CENTER.
- 10. CENTER shall take out and maintain at all times during the life of this contract, general liability, workers' compensation, and automobile liability insurance in the amount of \$1,000,000. CENTER'S insurance shall be primary with respect to the City and shall list the CITY as an additional insured.

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

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

If to CITY:

Joseph M. Tanner, Jr., Interim City Manager City of Rio Vista One Main Street Rio Vista CA 94571

If to CENTER:

Charles Eason, Director Solano College SBDC

360 Campus Lane, Suite 102

Fairfield, CA 94534

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

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

CITY OF RIO VISTA A municipal corporation of the State of California

SOLANO COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

By:		
-	Joseph M. Tanner, Jr. Date	
	Interim City Manager	

Dr. Jowel C. Laguerre Date Superintendent/President

AGENDA ITEM 10.(k)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL OF ANNUAL COOPERATIVE AGREEMENT NO: 13-CCC-PUENTE-48 BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA PUENTE PROJECT AND SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

This item is a renewal of an annual contract between the PUENTE Project (a partner with the University of California) and Solano Community College District. This Agreement shall be in effect from July 1, 2013 – June 30, 2014. Solano College and PUENTE shall work together to continue to provide a program for educationally disadvantaged students at Solano College.

Government Code: Board Policy: 2013-204 BOT Goals: Goal #3 - Access and Success		Estimated Fiscal Impact: \$ 1,500.00		
SUPERINTENDENT'S RECOMMENDATIO	ON:		☐ DISAPPROVAL ☐ TABLE	
Barbara Pavão, Interim Dean Counseling				
PRESENTER'S NAME		1 Anne		
4000 Suisun Valley Road Fairfield, CA 94534	<	AR	The state of the s	
ADDRESS		JOWÈL C. LAG		
707-864-4653		Superintenden	t-President	
TELEPHONE NUMBER				
Academic and Student Affairs		September	6, 2013	
ORGANIZATION		DATEAPPR		
September 6, 2013		SUPERINTENDEN	T-PRESIDENT	

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COOPERATIVE AGREEMENT NO.: 13-CCC-PUENT E-48 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA PUENTE PROJECT

and

SOLANO COUNTY COMMUNITY COLLEGE DISTRICT FISCAL YEAR 2013-2014

THIS AGREEMENT is entered into between The Regents of the University of California at Berkeley, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Solano County Community College District, on behalf of Solano College (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California at Berkeley, Center for Educational Partnerships administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into an agreement which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2013- June 30, 2014.

II. STATEMENT OF WORK

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Solano College.

The current Puente Community College Program Implementation Guidelines is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Attachment B. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for the period stated above.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted by September 30, 2014 to Synta Humphries at the address listed in Article XIV.
- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should complete the online student registration.

A. FALL TERM:

<u>Item</u> Student Online Registration

<u>Due Date</u>

October 29, 2013

B. SPRING TERM:

<u>Item</u>

Due Date

Student Online Registration (new students)

March 30, 2014

Spring Survey (continuing students)

March 30, 2014

VI. INFORMATION HANDLING

Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California EducationCode, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the Regents, Puente or the Puente State Office, except as expressly provided for by Article IV or any other provision of this Agreement.

VII. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

VIII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510) 664-9190.

IX. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

X. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a)	Each Occurrence	\$1,000,000
(b)	Products/Completed Operations Aggregate	
(c)	Personal and Advertising Injury	\$3,000,000
(d)	General Aggregate	\$1,000,000
1 /	00-5	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required under California State law.
- D. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
- F. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- G. The coverages referred to under (A) and (B) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day cancellation of any of the above insurance coverages is required.

XI. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the nondiscrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XII. **TERMINATION**

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XIII. **AMENDMENTS**

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

PROJECT PERSONNEL AND OTHER CONTACTS

The Regents and Puente Contacts

Program	Matters:
---------	----------

Name:

Julia Vergara

Title:

Director, Puente Community College Program - UCB

Email:

Julia.vergara@berkeley.edu

Phone: (510) 664-9918

Fiscal and Contractual Matters:

Name:

Synta Humphries

Title:

Financial Analyst, The Puente Project - UCB

Email:

synta.humphries@berkeley.edu

Phone: (510) 664-9953

Recipient Contacts

Program	Mattara
Frogram	watters:

Name:	Abla Christianse	20		
Title:	Coordinator			
Email:	Abla Christiansend	Phone:	(707) 86	4-7769
	solano.edu		(1)	1 1207

Fiscal Matters:

	Solano A	du			
Email:	Yulian. Ligioso 2	Phone:	(707)	86	4-7209
Title:	V.P. Finance				
Name:	Yulian Ligioso				1

Contractual Matters:

Name:	Barbara Pavão		
Title:	Interim Dean, C	ounse	eling
Email:	Barbara. Pavao a		(707) 864-7000 × 4653
	Solanoredu	l	1 1000 x 4853

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for The Regents	Date	Authorized Representative for Recipient	Date
Name:		Name:	
Title:		Title:	

Attachment A

RESPONSIBILITIES OF THE RECIPIENT

Recipient shall be responsible for the following:

A. Training and Field Trip Days

- 1. Recipient shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2013 and English 1A (or its equivalent) in the spring 2014 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente Community College Program Implementation Guidelines.
- Recipient shall provide services including teaching, counseling, and mentoring components to first-year
 Puente students, and counseling and follow-up services until the student transfers to a four-year college or
 leaves the Recipient.
- 3. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in June 2013.
- 4. Recipient agrees to schedule each semester a Puente-linked Personal Development/Guidance (PD) course taught by the Puente counselor.

B. Staffing

Recipient shall select and hire the following staff:

- A full-time Writing Instructor whose schedule enables him or her to be a full team participant over at least a
 one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The Writing Instructor shall be
 assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente cocoordination.
- 2. A **full-time Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
- 3. Clerical assistance for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will be approved on a temporary basis.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$3000 per person.

Recipient shall consult with the Puente Community College Director or his designee of any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

C. Office and Administrative Support

Recipient shall provide office and administrative support in accordance with the following:

- Recipient shall contribute, from its own resources, Title V funds or through shared resources such as the
 transfer center, annual program-operating costs of at least \$5,000 for student field trips, trips to universities,
 participation in the annual student motivational conference, mentor, academic and cultural activities, food,
 office supplies, books and curriculum materials.
- Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2013.
- 3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2013.
- 4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
- Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2013.

D. Reporting Requirements

Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles V and VI of this Agreement.

Attachment B

RESPONSIBILITIES OF PUENTE

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development programs at no cost to Recipient:

- Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing
 instructors selected to participate in Puente. Training program will include instruction on improving student
 writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other
 multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum;
 working as a team to establish and implement the program; and program accountability.
- Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
- 3. Ongoing support and resources for training.
- 4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
- 5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

AGENDA ITEM 10.(1)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL OF CLINICAL EXPERIENCE AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT

AND VACAVILLE CONVALESCENT AND

REHABILITATION CENTER

REQUESTED ACTION: APPROVAL

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

SUMMARY:

A renewal of the clinical experience agreement between Solano Community College District and Vacaville Convalescent and Rehabilitation Center is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with additional clinical sites in which to practice.

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

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ N/A APPROVAL DISAPPROVAL SUPERINTENDENT'S RECOMMENDATION: NOT REQUIRED **TABLE** Maurice McKinnon, Ed.D., Interim Dean Health Sciences PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS C. LAGUERRE, Ph.D. Superintendent-President 707-864-7208 TELEPHONE NUMBER Academic and Student Affairs September 6, 2013 **ORGANIZATION** DATE APPROVED BY SUPERINTENDENT-PRESIDENT September 6, 2013

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Vacaville Convalescent and Rehabilitation Center (hereinafter known as HEALTH CENTER) located at 585 Nut Tree Road, Vacaville, California 95687,, and Solano Community College (hereinafter known as SCHOOL) and located at 4000 Suisun Valley Road, Fairfield, California 94534-3197 and is effective as of July 1, 2013.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

- A. <u>Term.</u> This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. Termination.

- 1) <u>Mutual Agreement</u>. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

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

- not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. <u>Entire Agreement</u>. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. <u>Force Majeure</u>. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. <u>Governing Law</u>. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. <u>Notices.</u> Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:
 - 1. Notice to the HEALTH CENTER:

Jim Mertz Administrator Vacaville Convalescent and Rehabilitation 585 Nut Tree Court Vacaville, CA 95687

Telephone: (707) 432-1201

Fax: (707) 426-1130

2. Notice to the SCHOOL

Maurice McKinnon, Ed.D., RN Interim Dean, Health Sciences Solano Community College 4000 Suisun Valley Road Fairfield, California 94534-3197

Telephone: (707)864-7108 FAX: (707)863-7803

Maurice.mckinnon@solano.edu

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

10. EXECUTION

HEALTH CENTER

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

SCHOOL

Vacaville Convalescent and Rehabilitation Center	Solano Community College
Ву:	By:
	Jowel C. Laguerre, Ph.D.
Title:	Title:
Date:	Superintendent/President

AGENDA ITEM 12.(a)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RESIGNATION TO RETIRE

REQUESTED ACTION:

ORGANIZATION

September 6, 2013

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Name

Assignment

Effective

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

Sam Maher

Technology Specialist

September 30, 2013

Technology Services and Support 28 years, 6 months of service at SCC

Government Code: Board Policy: 4240	Estimated Fiscal Impo	act: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:		☐ DISAPPROVAL ☐ TABLE
Roger Clague, Chief Technology Officer Technology Services and Support	λ /	
PRESENTER'S NAME	Ho1	Ilkh
360 Campus Lane, Suite 201	7	
Fairfield, CA 94534	THE REAL PROPERTY.	900
ADDRESS	JOWED C. LAGUI	ERRE, Ph.D.
	Superintendent-	President
(707) 864-7102		
TELEPHONE NUMBER		
Information Systems	September 6	2013

AGENDA ITEM 12.(b)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION HONORING

SAM MAHER

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Dr. Jowel Laguerre, Superintendent-President, will present on behalf of the Solano Community College District Governing Board a resolution honoring Sam Maher for his faithful service to the District from April 1, 1985 through September 30, 2013.

Government Code: Board Policy:	Estimated Fiscal Impact: \$
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Roger Clague, Chief Technology Officer Technology Services and Support	1 1
PRESENTER'S NAME	(60000xxx
4000 Suisun Valley Road Fairfield, CA 94534	A A STATE OF THE PARTY OF THE P
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
(707) 864-7264	Superintendent-President
TELEPHONE NUMBER	
Information Systems	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION HONORING

Sam Maher

Owhereas, Sam Maher has served the Solano Community College District with distinction for 28 years, 6 months, since April 1, 1985, when he began working as an Educational Computer System Specialist;

Whorew, Sam Maher, has served in various capacities during his career, including Lab Aide (Tutor) and Computer Lab Technician Network 3. On July 1, 2006, Sam Maher became a Technology Specialist, and retires from this position effective September 30, 2013;

Whoreas, Sam Maher was instrumental in the development of an attendance computer program created in 1985, which is still in use to this day in the Business, Vacaville, and Vallejo computer labs;

Whereas, Sam Maher was always willing to help do whatever needed to be done; even at the last minute, and never with a complaint;

Owhereas, Sam Maher has at all times been an ambassador for Solano Community College in the community and an advocate for the community college system; and

Whereas, Sam Maher's dedication and commitment to Solano Community College has earned the respect of the community, the College staff, faculty, and students; now, therefore be it

Resolved, That Sam Maher will be sorely missed, and the Governing Board expresses its sincere appreciation for his many contributions and wishes him the best in his well-deserved retirement and future endeavors;

Rassed and Adopted, This 18th day of September 2013, by the Governing Board of the Solano Community College District.

Sarah E. Chapman, Ph.D., President	Pam Keith, Vice President
Monica Brown	Denis Honeychurch, J.D.
Michael A. Martin	Rosemary Thurston
A. Marie Young	Latifah Alexander, Student Trustee

AGENDA ITEM	13.(a)
MEETING DATE	September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

EMPLOYMENT CONTRACT - SUPERINTENDENT-PRESIDENT

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The term of the contract for the Superintendent-President commences July 1, 2013 and ends on June 30, 2017. The powers and duties are outlined in the contract. Dr. Laguerre shall be paid an annual salary of \$237,350.00, plus a stipend for professional allowance, vehicle allowance, and doctorate degree. Dr. Laguerre will receive a performance evaluation at least once each fiscal year in accordance within the terms of this agreement

Government Code:	Board Policy:	2030; 2035; 2045	Estimated Fiscal 1	Impact: \$237,350.00
SUPERINTENDENT'S	RECOMMENDAT	TION:	APPROVAL ■ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
	Chapman, Ph.D. Board President			
PRESENT	ΓER'S NAME		H.	
4000 Suisu	ın Valley Road		- All	
	d, CA 94534		MA	My
AD	DRESS		JOWEL C. LAGU	ERRE, Ph.D.
707-8	864-7112		Superintendent	-President
	NE NUMBER			
Admi	nistration		September 6	5, 2013
ORGAN	NIZATION		DATE APPRO	OVED BY
Septem	ber 6, 2013		SUPERINTENDENT	Γ-PRESIDENT

Solano Community College Employment Contract Superintendent-President

- INTRODUCTION: This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and Dr. Jowel Laguerre (hereinafter "Dr. Laguerre") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Dr. Laguerre to provide services as described herein.
- 2. <u>POSITION</u>: Subject to the terms and conditions stated in this Contract, Dr. Laguerre is employed by the District as the Superintendent-President of the Solano Community College District.
- 3. <u>TERM</u>: The term of this Contract commences effective July 1, 2013 and ends on June 30, 2017. Upon the expiration of this Contract, the District may reemploy Dr. Laguerre in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy Dr. Laguerre in an administrative position beyond the Contract's expiration date. The District shall notify Dr. Laguerre of the District's decision not to reemploy him by March 15 of the final year of the Contract, which shall constitute the sole and exclusive notice to which Dr. Laguerre is entitled. In the absence of such notice not to reemploy, Dr. Laguerre shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.

4. POWERS AND DUTIES:

- a. Dr. Laguerre represents that he is specially trained, experienced, and competent to serve as Superintendent-President, and further satisfies the minimum qualifications applicable for the position of Superintendent/President.
- b. Dr. Laguerre shall render full-time service in his position and shall have such powers and exercise such duties as are given him by the Education Code, other applicable laws and regulations, and requirements and directives of the Governing Board.
- c. Such acts which may require ratification and approval by the Governing Board shall be referred to the Governing Board at the earliest possible opportunity by Dr. Laguerre.
- d. Dr. Laguerre shall, unless otherwise ordered, serve as Secretary to the Governing Board.
- e. Dr. Laguerre, in fulfilling his duties and exercising his powers under this contract, shall act in accordance with all policies officially approved by the Governing Board.
- f. Dr. Laguerre shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Contract, California law, and the rules, regulations and policies of the Board and District.

- g. Dr. Laguerre shall work in a team relationship with District administrative members in support of the Board.
- h. The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the institution. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-today management of the college. The Board and its individual members agree not to unreasonably interfere with or to usurp the responsibilities of the President.

5. COMPENSATION AND BENEFITS:

- a. Salary and Work Days: Dr. Laguerre shall be paid an annual salary of \$237,350.00 based on 223 duty days of service per year, excluding annual vacation and paid holidays, as determined by a calendar that is mutually agreed upon between Dr. Laguerre and the Governing Board. Dr. Laguerre shall ordinarily be paid monthly in twelve equal payments on the last working day of the month. However, if Dr. Laguerre works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Dr. Laguerre work less than twelve (12) months, he may be paid in either twelve equal installments or for actual months worked.
- b. <u>Salary Increase</u>: Any salary increase shall be determined by the Governing Board and based upon an annual performance evaluation. Any adjustment shall be in writing, however, by so doing it shall not be considered that a new Agreement has been entered into, or that the termination date of the existing Agreement has been extended.
- c. <u>Benefits</u>: Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Dr. Laguerre and his dependents shall be entitled to receive District-paid medical, vision, and dental insurance, and Dr. Laguerre shall be entitled to receive District-paid life insurance coverage, under plans currently in effect for District administrators or as subsequently modified, adopted, or implemented in the future.
 - 1) In lieu of District-paid benefits, Dr. Laguerre may submit a medical benefit waiver request to the District. If approved by the District, Dr. Laguerre shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as the he participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
 - 2) Dr. Laguerre has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Dr. Laguerre leaves the District after completing ten consecutive years of full-time service, Dr. Laguerre shall be given the option to continue medical, dental and vision coverage on a self-pay basis through the District until such time as Dr. Laguerre reaches retirement age provided he pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.

- d. <u>Relocation Costs</u>: Dr. Laguerre shall be reimbursed for reasonable relocation costs. The amount reimbursed shall be based upon the lowest of three oral estimates obtained by Dr. Laguerre.
- e. <u>Fund-Raising/Entertainment/Recognitions Allowance</u>: Dr. Laguerre shall receive in addition to any salary, a travel and entertainment allowance not to exceed \$5,000 per fiscal year with receipts. District issued credit card may be used as part of the \$5,000.
- f. Professional Allowance: Dr. Laguerre shall receive, in addition to any salary, an allowance of up to \$3,000 per year, which sum shall be used to maintain his professional competency and leadership by attending such conferences or meetings as he and the Board President deem necessary, subject to Board approval of his absence. Said sum shall be used for all reasonable and necessary expenses, including civic and professional membership dues, travel, meals, lodging and registration fees. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred.
- g. <u>Vehicle Allowance</u>: The District shall provide Dr. Laguerre with an annual vehicle allowance in the amount of \$5,000.00.
- h. Remote Access: The District shall provide Dr. Laguerre with a laptop computer and reasonably necessary accessories that would enable him to remotely access his campus e-mail.
- i. <u>Stipend for Doctorate Degree</u>: Dr. Laguerre shall receive an additional stipend of \$2,400 upon possessing an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.
- j. <u>Travel and Transportation</u>: Dr. Laguerre shall be entitled to reimbursement for the actual reasonable cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and actual mileage reasonably incurred at the current IRS mileage rate. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred. Alternatively, the District may provide Dr. Laguerre with a District credit card to be used for the actual costs of allowable travel expenses. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or are undocumented.

- k. <u>Employee Retirement Benefits</u>: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Dr. Laguerre and his spouse or registered domestic partner shall be entitled to participate for the time period stated. Dr. Laguerre and/or his spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
 - Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
 - 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1st year of retirement.
 - 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6th and 7th years in \$5,000 installments (at the end of each fiscal year).
 - 4) No health and welfare benefits provided but will receive \$20,000 in the 1st through 4th years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Dr. Laguerre for any costs, if any, incurred by Dr. Laguerre or his spouse or registered domestic partner that result from coordinating benefits with Medicare.

6. <u>CONDITIONS OF EMPLOYMENT</u>: This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

7. **EVALUATION:** Dr. Laguerre shall receive a performance evaluation at least once each fiscal year in accordance within the terms of this Agreement and the performance objectives for the term of this Agreement. The Board additionally reserves the right to evaluate Dr. Laguerre's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, in consultation with Dr. Laguerre. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Dr. Laguerre shall provide satisfactory or better services in the position of Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District.

In the event that the Board determines by majority vote that Dr. Laguerre's performance is unsatisfactory, the Board shall describe in writing in reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Dr. Laguerre and he shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Dr. Laguerre in a timely manner to discuss the evaluation.

- 8. <u>ADMINISTRATIVE REQUIREMENTS</u>: Upon assuming his duties, Dr. Laguerre shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
- 9. <u>HOLD HARMLESS</u>: Upon the written request of Dr. Laguerre, the District shall provide for the defense of any civil action or proceeding brought against Dr. Laguerre by any person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of Dr. Laguerre's employment with the District subject to the following:
 - a. Dr. Laguerre agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
 - b. The choice of counsel is within the District's discretion.
 - c. The District is required by the <u>Government Code</u> to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.
- 10. <u>SEVERABILITY</u>: If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.

11. TERMINATION OF CONTRACT:

a. Dr. Laguerre may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to Dr. Laguerre, which will be forwarded to the Governing Board for consideration.

- b. During the term of this Agreement, the grounds and procedures for dismissal from employment or imposition of penalties during the term of this Agreement shall be for material breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.
 - The District shall not terminate this Agreement, terminate the employment of Dr. Laguerre, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon Dr. Laguerre. Dr. Laguerre shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, at his option either in writing or during a meeting with the Governing Board, prior to final Board action on terminating the Agreement, terminating the employment of Dr. Laguerre with the District, or imposing any other penalties during the term of this Agreement. This shall constitute his exclusive right to due process except as otherwise required by law. Any references to District Polices shall not in any way grant the Superintendent/President due process rights in his administrative position or any other position with the District beyond those set forth in this Contract.
- c. Dr. Laguerre shall notify the Board President of his intent to apply for employment elsewhere and the reasons therefore. Dr. Laguerre shall further notify the Board President if he becomes a candidate for employment elsewhere and of any interviews scheduled with another employer prior to the interview. The failure to follow these requirements shall be deemed to constitute a material breach of this Contract, and the District may terminate this Agreement for cause as set forth above.
- 12. MAXIMUM CASH SETTLEMENT: In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Dr. Laguerre multiplied by eighteen (18). Any such settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until Dr. Laguerre finds other employment, whichever occurs first.
- 13. **EXEMPT STATUS**: Dr. Laguerre is exempt from overtime provisions of District policies and state and federal law.
- 14. ENTIRE CONTRACT: This Contract contains the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Dr. Laguerre. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the parties.
- 15. Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have below.	e duly executed this Contract on the dates indicated
Jowel C. Laguerre, Ph.D. Superintendent-President Solano Community College District	Date
Sarah E. Chapman, Ph.D. Board President Solano Community College District	Date

AGENDA ITEM 13.(b)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

SOLANO COMMUNITY COLLEGE DISTRICT BOARD

AND CEO GOALS - 2013-2014

REQUESTED ACTION: APPROVAL

SUMMARY:

At the June 8, 2013, Board Retreat, goals were identified for the SCCD Board of Trustees and the Superintendent-President. Approval is requested at this time.

Board of Trustees Goals

- 1. Measure Q
- 2. Fiscal Stability
- 3. Access and Success
- 4. Vision and Strategic Planning

Chief Executive Officer (CEO) Goals

- 1. Strengthen Accreditation Reports
- 2. Implement Master Plans: Educational Master Plan Facilities Master Plan
- 3. Measure Q Bond Construction

SUPERINTENDENT-PRESIDENT

- 4. Enhance Professional Development
- 5. Grow Enrollment

Government Code: Board Po	licy: Estimated Fiscal Impact: \$
SUPERINTENDENT'S RECOMMENDATION	
Sarah E. Chapman, Ph.D. Board President PRESENTER'S NAME	
360 Campus Lane, Suite 201 Fairfield, CA 94534	THE STATE OF THE S
ADDRESS	JOWELC. LAGUERRE, Ph.D. Superintendent-President
707-864-7112 TELEPHONE NUMBER	
Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

AGENDA ITEM 13.(c)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RESOLUTION ESTABLISHING AD VALOREM TAX

RATES FOR THE 2013-14 FISCAL YEAR,

RESOLUTION NO. 13/14-03

REQUESTED ACTION: APPROVAL

SUPERINTENDENT-PRESIDENT

SUMMARY:

Board approval is requested for Resolution No. 13/14-03, establishing the ad valorem tax rates and debt service for the 2013-14 Fiscal Year. Each year, pursuant to Revenue & Taxation Code Section 93, the Board establishes the rates to be levied on the voter-approved bonded indebtedness for Fiscal Year 2013-14. The District is required to furnish the Solano County Auditor-Controller's Office with this information, as well as the 2013-14 debt service requirement. The bonds are general obligations of the District payable solely from the proceeds of ad valorem taxes. The resolution certifies the tax rate and authorizes the County to place an ad valorem tax against the taxable property in the District's service region to pay for the 2005 General Obligation Refunding Bonds and 2006 Series B Bonds and General Obligation Bonds 2012 Series A and Series B Bonds.

Attached are Resolution No. 13/14-03 and the calculation worksheet for the Board's information.

Government Code: N/A Board Police	ry: N/A Estimated Fiscal Impact: N/A
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ NOT REQUIRED☐ TABLE
Yulian I. Ligioso, Vice President	
Finance & Administration	
PRESENTER'S NAME	Sal al later
4000 Suisun Valley Road	No the state of th
Fairfield, CA 94534	TA AND Y
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
	Superintendent-President
707-864-7209	Supermendent-Fresident
TELEPHONE NUMBER	
Finance & Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
September 6, 2013	
DATE SUBMITTED TO	

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION ESTABLISHING AD VALOREM TAX RATES FOR THE 2013-14 FISCAL YEAR, RESOLUTION NO. 13/14-03

WHEREAS, Government Code Section 29100 provides that the board of supervisors of a county shall fix the rates for the secured tax roll in that county, in accordance with the provisions of that Section and subject to the limitations specified in Article XIIIA of the California Constitution and Revenue and Taxation Codes Sections 93 and 100; and

RESOLVED, Pursuant to Revenue & Taxation Code Section 93, the Solano Community College District Governing Board establishes the Ad Valorem Property Tax Rates to be levied on the voter-approved bonded indebtedness for the Fiscal Year 2013-14. Further, the Board formally notifies the Solano County Office of the Auditor-Controller of the District's 2013-14 debt service requirements. The attached worksheet contains the calculation and defines the tax rates.

	2005 General Obligation Refunding	2002, Series 2006B
2013-14 Ad Valorem Property Tax Rate	0.018196%	0.002762%
2013-14 Debt Service	\$6,815,597	\$1,034,566
	2012, Series A	2012, Series B
2013-14 Ad Valorem Property Tax Rate	0.013843%	0.004748%
2013-14 Debt Service	\$5,185,179	\$1,778,512

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION ESTABLISHING AD VALOREM TAX RATES FOR THE 2013-14 FISCAL YEAR, RESOLUTION NO. 13/14-03

(Continuing - Page 2)

PASSED AND ADOPTED, This 18TH day of September 2013, by the Governing Board of Solano Community College District.

SARAH E. CHAPMAN, Ph.D., BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

District: Solano Community College					
,				CURRENT YEAR	REQUIREMENT
			D _r	rincipal and Interest	
				02/01/14	1,221,656
			Add: Res	08/01/14 erve Requirements	6,106,656
				Impound (Note 1)	45,000
				Other Expenses Less: Cash (net)*	(201.690
			AMOU	NT TO BE RAISED	(291,680) 7,081,632
				ATION OF CASH (NET)	
Unsecured Roll				h Balance as of 6/30/13 ling Payment (08/01/13)	6,057,436 (5,765,756)
				Cash (Net)	291,680
Solano County (net of unsecured HOE) Yolo County (net of unsecured HOE)	1,500,653,805 34,823,085				
Total Local Roll Net of HOE	1,535,476,890				
Less 2% Delinquency Allowance Homeowners Exemption (HOE):	(30,709,538)				
Solano County	284,439				
Yolo County	7,000			R	evenue Estimates
Unsecured Net Value	1,505,058,791	@	0.017676%	= Unsecured Roll	266,034
		Pre	evious year's secured	rate	
Secured Roll					
solano County (net of secured HOE)	36,478,905,847				
olo County (net of secured HOE) Total Local Roll Net of HOE	<u>631,264,248</u> 37,110,170,095				
BE: Solano County	30,238,745				
Yolo County	62,800				
ess 1/4% Cancellation/Refunds	(92,851,179)				
OE: Solano County Yolo County	401,094,354				
	8,382,708				
Secured Net Value	37,457,097,523	@	0.018196% Calculation Below	= Secured Roll	6,815,597
			TOTAL ESTIMA	ATED REVENUE	7,081,632
	AGENCY ESTAB	BLISE	HED RATE		
Amour	nt of Taxes to be Raised		7,081,632		
	Less: Unsecured Taxes Secured Taxes	-	(266,034) 6,815,598		
	Secured Net Value	-	37,457,097,523		
	Current Year Rate		0.018196%		

Election 2002, Series 2006B			FY 2013-1
District: Solano Community College			
,		CURRENTAGE	
		CURRENT YEAR F	REQUIREMENT
		Principal and Interest	
		02/01/14 08/01/14	316,91
		Add: Reserve Requirements	731,91
		Genentech Impound (Note 1)	10,000
		Other Expenses	40.70
		Less: Cash (net)* AMOUNT TO BE RAISED	19,706 1,078,542
			1,010,012
		* CALCULATION OF CASH (NET)	
		IFAS Cash Balance as of 6/30/13	751.112
Unsecured Roll		Less: CY Outstanding Payment (08/01/13)	(770,818
colano County (net of unsecured HOE)	1,500,653,805	Cash (Net)	(19,706
olo County (net of unsecured HOE)	34,823,085		
Total Local Roll Net of HOE ess 2% Delinquency Allowance	1,535,476,890		
lomeowners Exemption (HOE):	(30,709,538)		
Solano County	284,439		
Yolo County	7,000	Rev	venue Estimate
Unsecured Net Value	1,505,058,791	@ 0.002922% = Unsecured Roll	43,978
		Previous year's secured rate	45,576
Secured Roll			
olano County (net of secured HOE)	36,478,905,847		
olo County (net of secured HOE)	631,264,248		
Total Local Roll Net of HOE BE: Solano County	37,110,170,095		
Yolo County	30,238,745 62,800		
ess 1/4% Cancellation/Refunds	(92,851,179)		
OE: Solano County	401,094,354		
Yolo County	8,382,708		
Secured Net Value	37,457,097,523	@ 0.002762% = Secured Roll	1,034,566
		TOTAL ESTIMATED REVENUE	1,078,544
	AGENCY ESTAB	LISHED RATE	
	t of Taxes to be Raised Less: Unsecured Taxes	1,078,542 (43,978)	
	Secured Taxes	1,034,564	
	Secured Net Value	37,457,097,523	

Fund 484 Election 2012 - SCC GOB 2012 Series A			FY 2013-14
District: Solano Community College			
		CURRENT YEAR	REQUIREMENT
	9	Principal and Interest	
		02/01/14	2,058,561
		08/01/14	3,091,619
		Add: Reserve Requirements	25.000
		Genentech Impound (Note 1) Other Expenses	35,000
		Less: Cash (net)*	0
я		AMOUNT TO BE RAISED	5,185,180
		* CALCULATION OF CASH (NET)	
32 <u>22 32</u>		IFAS Cash Balance as of 6/30/13	0
Unsecured Roll		Less: CY Outstanding Payment (08/01/13)	0
County (not of upoccured HOE)	1 500 050 005	Cash (Net)	0
olano County (net of unsecured HOE) olo County (net of unsecured HOE)	1,500,653,805 34,823,085		
Total Local Roll Net of HOE	1,535,476,890		
ess 2% Delinquency Allowance	(30,709,538)		
lomeowners Exemption (HOE)			
Solano County	284,439		
Vola County	7,000	D	evenue Estimates
Yolo County	7,000	<u>K</u>	Ovorido Estimatos
Unsecured Net Value		0.000000% = Unsecured Roll	
5.5.5.5.5.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6	1,505,058,791		0
5.5.5.5.5.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6	1,505,058,791	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll	1,505,058,791	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE)	1,505,058,791 @	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE	1,505,058,791 @ 36,478,905,847 631,264,248	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll colano County (net of secured HOE) colo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County	36,478,905,847 631,264,248 37,110,170,095 30,238,745	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179)	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179)	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354	0.000000% = Unsecured Roll	
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County Yolo County	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354 8,382,708	0.000000% = Unsecured Roll Previous year's secured rate 0.013843% = Secured Roll	0
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County Yolo County	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354 8,382,708	0.000000% = Unsecured Roll Previous year's secured rate 0.013843% = Secured Roll Calculation Below TOTAL ESTIMATED REVENUE	5,185,179
Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County Yolo County Secured Net Value	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354 8,382,708 37,457,097,523	0.000000% = Unsecured Roll Previous year's secured rate 0.013843% = Secured Roll Calculation Below TOTAL ESTIMATED REVENUE	5,185,179
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County Yolo County Secured Net Value	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354 8,382,708 37,457,097,523 AGENCY ESTABLI	0.000000% = Unsecured Roll Previous year's secured rate 0.013843% = Secured Roll Calculation Below TOTAL ESTIMATED REVENUE	5,185,179
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County Yolo County Secured Net Value	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354 8,382,708 37,457,097,523	0.000000% = Unsecured Roll Previous year's secured rate 0.013843% = Secured Roll Calculation Below TOTAL ESTIMATED REVENUE	5,185,179
Unsecured Net Value Secured Roll olano County (net of secured HOE) olo County (net of secured HOE) Total Local Roll Net of HOE BE: Solano County Yolo County ess 1/4% Cancellation/Refunds OE: Solano County Yolo County Secured Net Value	36,478,905,847 631,264,248 37,110,170,095 30,238,745 62,800 (92,851,179) 401,094,354 8,382,708 37,457,097,523 AGENCY ESTABLI at of Taxes to be Raised Less: Unsecured Taxes	0.000000% = Unsecured Roll Previous year's secured rate 0.013843% = Secured Roll Calculation Below TOTAL ESTIMATED REVENUE SHED RATE 5,185,180 0	5,185,179

Fund 485 Election 2012 - SCC GOB 2012 Series B					FY 2013-14
District: Solano Community College					
×				CURRENT YEAR	REQUIREMENT
			Pr	incipal and Interest	
				02/01/14	977,223
			Add: Res	08/01/14 erve Requirements	788,790
			Genentech	Impound (Note 1)	12,500
				Other Expenses Less: Cash (net)*	C
			AMOU	NT TO BE RAISED	1,778,513
			* CALCULA	ATION OF CASH (NET)	
			IFAS Cas	h Balance as of 6/30/13	0
Unsecured Roll			Less: CY Outstand	ling Payment (08/01/13) _ Cash (Net)	0
Solano County (net of unsecured HOE)	1,500,653,805			Cash (Net)	0
Yolo County (net of unsecured HOE) Total Local Roll Net of HOE	34,823,085 1,535,476,890				
Less 2% Delinquency Allowance	(30,709,538)				
Homeowners Exemption (HOE)	38. H 30. H 30.				
Solano County Yolo County	284,439			_	
Tolo County	7,000			<u>R</u>	evenue Estimates
Unsecured Net Value	1,505,058,791	@	0.000000%	= Unsecured Roll	0
		Pre	evious year's secured	rate	
Secured Roll					
Solano County (net of secured HOE)	36,478,905,847				
olo County (net of secured HOE) Total Local Roll Net of HOE	631,264,248				
BE: Solano County	37,110,170,095 30,238,745				
Yolo County	62,800				
ess 1/4% Cancellation/Refunds	(92,851,179)				
IOE: Solano County	401,094,354				
Yolo County	8,382,708				
Secured Net Value	37,457,097,523	@	0.004748% Calculation Below	= Secured Roll	1,778,512
			TOTAL ESTIMA	ATED REVENUE	1,778,512
	AGENCY ESTAB	LISH	HED RATE		
Amoun	t of Taxes to be Raised		1,778,513		
	ess: Unsecured Taxes		1,776,513		
	Secured Taxes	-	1,778,513	•	
	Secured Net Value	-	37,457,097,523		
	Current Year Rate		0.004748%		

AGENDA ITEM 13.(d)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

PUBLIC HEARING AND ADOPTION OF THE 2013-2014

DISTRICT BUDGETS

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

At the Governing Board Study Session held on September 4, 2013, Yulian I. Ligioso, Vice President, Finance & Administration, presented the Board with the proposed 2013-2014 District Budgets.

The 2013-14 District Budgets are being presented for a public hearing and adoption at this time in accordance with the <u>California Code of Regulations (CCR)</u>, <u>Title 5</u>, <u>Section 58301</u>. The District recommends adoption of the proposed budget and spending plan that were developed and shared with the campus community over the last several months during its budget development cycle.

Copies of the District's 2013-2014 Budget are provided to the Board under separate cover. Copies are available from the Office of the Vice President of Finance & Administration, the Office of the Superintendent-President, and online at: http://www.solano.edu/governing_board/meetings.php.

Government Code: CCR, Title 5, Section 58301 Ensure fiscal stability through appropriate models	
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ NOT REQUIRED☐ TABLE
Yulian Ligioso, Vice President Finance & Administration	Λ.
PRESENTER'S NAME	
360 Campus Lane, Suite 201 Fairfield, CA 94345	AUST
ADDRESS	JOWAL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	-
Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

AGENDA ITEM 13.(e)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN

SOLANO COMMUNITY COLLEGE DISTRICT AND

PG&E-PRE-PROGRAM

REQUESTED ACTION:

APPROVAL

SUMMARY:

An agreement between Solano Community College District and PG&E for special educational services is being presented to the Governing Board for approval.

Solano Community College has been working with PG&E for almost 2 years to develop and deliver a Power Pathways project at Solano. This contract is for a Solano Community College, All-Veterans – Entry to Gas Operations Pre-Program. A contract for the actual program and post-program will be developed in August.

Solano Community College will sub-contract with and supervise Swords to Plowshares (STP) to assure delivery of case management and recruitment of 20 veterans. STP will have an oncampus office and be supervised by the Director of Workforce Training and Grants Management.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management.

Government Code: 78021 Board Policy: 3520 BOT 2013-2014 Goals: Goal #3 Access and Su	Estimated Fiscal Impact: \$ 15,000 revenue ccess
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Deborah Mann, Director Workforce Training and Grants Management	
PRESENTER'S NAME	Mooley)
4000 Suisun Valley Road Fairfield, CA 94534	Allen .
ADDRESS	JOWAL C. LAGUERRE, Ph.D.
707-864-7195	Superintendent-President
TELEPHONE NUMBER	
Academic and Student Affairs	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Page 1 of 4

-Attachment 1 - Scope of Work

- 1.0 Consultant (Solano Community College) shall perform the Work outlined below in accordance with the Consultant's Contract # xxxxxxxxxx (hereinafter the "Contract") (PG&E will assign) The Consultant shall not start work until the Consultant has returned signed Contract to Pacific Gas and Electric Company ("PG&E").
- 2.0 DISCLAIMER: If requested by PG&E, Agency shall include disclaimer language approved by PG&E on deliverables/developments identified by PG&E.
- 3.0 SCOPE OF WORK:
- 3.1 Name of Project:

Solano Community College, All Veterans – Entry to Gas Operations Program (EGO), October 2013

3.2 Background:

PowerPathway, a suite of workforce development programs administered by the Workforce Development group at Pacific Gas & Electric Company (PG&E), seeks to build capacity in California to produce skilled workers needed by PG&E and the utility and energy industry. PG&E wants to partner with Solano Community College to deliver an Entry to Gas Operations training course (EGO) so as to increase the pool of qualified workers for PG&E. Solano County is located 45 miles northeast of San Francisco and 45 miles southwest of Sacramento, on Interstate 80. Solano has a population of 427,837, ranking 21st among California's 58 counties. Solano Community College (SCC) has been an icon in Solano County since 1945 when it started as Vallejo Junior College. SCC serves over 12,000 students every semester and over 18,000 unduplicated students every academic year. SCC offers more than 80 associate degrees and over 50 certificates in various disciplines and provides training in several trades. In addition to the campus in Fairfield, the SCC has two Centers at Vallejo and Vacaville, and offers courses at Travis Air Force Base and Nut Tree.

3.3 Objective:

To provide a pool of job-ready gas utility workers and gas service representatives by providing training in the basic job duties and responsibilities and preparing trainees for jobs in the competitive utility and energy industry job market.

3.4 Program Components, Schedules and Deliverables:

Below are the components defined prior to program start. This contract is for pre-program activities only. A second contract outlining deliverables for program and post program activities will follow.

PRE-PROGRAM:

Solano Community College will sub-contract with and supervise Swords to Plowshares (STP) to assure delivery of items detailed below.

Outreach

August 8th; Solano begins outreach. All candidates will be directed to PG&E's PowerPathway
website for application. Complete applications will be sent to Solano Community College to be
distributed to the case manager.

Student Eligibility Criteria.

Page 2 of 4

Solano Community College is responsible to ensure students meet the following minimum requirements before entering the program:

- Must be an honorably discharged veteran of the United States Military, level E4 or above (any
 proposed acceptations will be approved by the PowerPathway program manager before
 proceeding)
- Age 18 or older, with a high school diploma or GED
- Lawfully authorized to work in the United States
- Valid California Driver's License
- Must be willing to travel for work assignments that may last months
- Must be willing to be a first responder
- Must be able to lift at least 50 pounds

Prospective and enrolled students will be informed that participation in the program will help build important skills, but does not guarantee employment after course completion.

Eligibility evaluation, WorkKeys assessment, and orientation to be completed by STP, who will case manage under supervision of Solano Community College.

- Solano Community College will become a WorkKeys Registered Testing Site
- Solano Community College will identify at least two, preferably three, staff to train and serve as certified WorkKeys test proctors
- Solano Community College will provide a computer lab and proctor for 8 hours for WorkKeys assessments
- Solano Community College will provide office space for STP
- Solano Community College and the case manager will begin phone screening candidates
- Solano Community College and case manager will hold a candidate orientation to explain the training program and prepare candidates for next steps
- Solano Community College and case manager will perform drug screens and background checks on candidates
- Solano Community College and case manager will administer WorkKeys test battery to candidates who successfully passed the drug screen and background checks
- Solano Community College and case manager will interview candidates who scored silver level or above on the WorkKeys assessment
- Solano Community College will provide PG&E with a list of 20 primary candidates and 5 alternate candidates
- Solano Community College will extend offers to the final list of 20 training candidates.
- Solano Community College / PowerPathway personnel will hold an Open House at Solano Community College (Complete Student Tool Kit and Q&A for family/friends)

October 14; Solano Community College will launch the EGO training program.

- 3.5 Roles and Responsibilities
- 3.6 Deliverables: (Key project outcomes, high-level milestones and criteria used to accept completion of work)

PRE PROGRAM

Solano Community College	PG&E
 Conduct phone screens and verify basic eligibility Administer criminal background checks and 	 Provide eligibility criteria Provide one pager for marketing N/A

Page 3 of 4

drug screen process

- Administer WorkKeys Assessment
- Ensure fitness of students to participate per Student Eligibility Criteria in paragraph 3.5
- Conduct interviews with student candidates
- Select final cohort of 20 Primary and 5 Alternates
- Ensure students sign liability releases PG&E, Solano Community College, photo releases, etc.) and participant contract agreements during Open House Event
- In consultation with PG&E PowerPathway, develop and disseminate course schedule to students once cohort is final.

- N/A
- N/A
- Provide guidance as needed
- Provide consultation on final selection
- Provide guidance as needed
- Provide guidance as needed
- 4.0 FORM OF DELIVERABLES: All written deliverables, unless otherwise stated, shall be submitted electronically on Zip disk, CD-R or by FTP to the PG&E Manager using a software format readable by the Windows 2000 Professional™ operating system using Microsoft Office 2000™ software (Word/PowerPoint/Excel: .doc, .ppt and .xls formats).
- 5.0 ACCEPTANCE: All work performed under this CWA is subject to review and approval by the PG&E Manager prior to acceptance. (Mention the timeframe if possible, e.g. 7 days, 10 days etc.)

6.0 COSTS:

Total cost: not to exceed \$15,000 for pre-program activities (to cover the pre-training screening costs)

7.0 CONTRACT TERM:

Upon execution till November 1, 2013

8.0 CONTACT INFORMATION:

PG&E

Name: Jason Cameron Title: Program Manager

Address:

One Market Plaza, Spear Tower

4th Floor

San Francisco, CA 94105

Telephone: 916-203-1892 Email: jvcc@pge.com

Consultant: Solano Community College

Name: Deborah Mann

Title: Director of Workforce Training and Grants Management Address: 4000 Suisun Valley Road, Fairfield, CA 94534

Telephone: 707.864.7195

Page 4 of 4

Email: deborah.mann@solano.edu

AGENDA ITEM 13.(f)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN

SOLANO COMMUNITY COLLEGE DISTRICT AND

PG&E-PROGRAM AND POST PROGRAM

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

An agreement between Solano Community College District and PG&E for special educational services is being presented to the Board for approval.

Solano Community College will work with PG&E and Swords to Plowshares to develop and deliver an All Veterans-Entry to Gas Operations (EGO) course and Post-Program at Solano Community College. This \$50,000 contract is for both the program and post-program. The training will start on October 14 and end on December 19, 2013. The post-program, collaboration between SCC, PG&E, and Swords to Plowshares will be active through December 19, 2014.

PG&E Power Pathways has not yet assigned a Consultant's Contract number to Solano Community College. The contracts will be amended upon receipt of contract number.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management.

Government Code: 78021 Board Policy: 3520 BOT 2013-2014 Goals: Goal #3 Access and Succ	Estimated Fiscal Impact: \$50,000 revenue cess
SUPERINTENDENT'S RECOMMENDATION:	
Deborah Mann, Director Workforce Training and Grants Management	
PRESENTER'S NAME	Mooley)
4000 Suisun Valley Road Fairfield, CA 94534	Allery .
ADDRESS	JOWAL C. LAGUERRE, Ph.D.
707-864-7195	Superintendent-President
TELEPHONE NUMBER	
Academic and Student Affairs	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

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Attachment 1 - Scope of Work

- 1.0 Consultant (Solano Community College, hereinafter referred to as SCC) shall perform the Work outlined below in accordance with the Consultant's Contract # xxxxxxxxxx(hereinafter the "Contract"). The Consultant shall not start work until the Consultant has returned signed Contract to Pacific Gas and Electric Company ("PG&E").
- 2.0 DISCLAIMER: If requested by PG&E, Agency shall include disclaimer language approved by PG&E on deliverables/developments identified by PG&E.
- 3.0 SCOPE OF WORK:
- 3.1 Name of Project:

Solano Community College, All Veterans - Entry to Gas Operations (EGO) Course, October 2013

3.2 Background:

PowerPathway, a suite of workforce development programs administered by the Workforce Development group at Pacific Gas & Electric Company (PG&E), seeks to build capacity in California to produce skilled workers needed by PG&E and the utility and energy industry. PG&E wants to partner with Solano Community College to deliver a Bridge to Gas Utility Worker training course (BGUW) so as to increase the pool of qualified workers for PG&E. Solano County is located 45 miles northeast of San Francisco and 45 miles southwest of Sacramento, on Interstate 80. Solano has a population of 427,837, ranking 21st among California's 58 counties. Solano Community College (SCC) has been an icon in Solano County since 1945 when it started as Vallejo Junior College. SCC serves over 12,000 students every semester and over 18,000 unduplicated students every academic year. SCC offers more than 80 associate degrees and over 50 certificates in various disciplines and provides training in several trades. In addition to the campus in Fairfield, the SCC has two Centers at Vallejo and Vacaville, and offers courses at Travis Air Force Base and Nut Tree.

3.3 Objective:

To provide a pool of job-ready gas utility workers by providing training in the basic job duties and responsibilities and preparing trainees for jobs in the competitive utility and energy industry job market.

3.4 Program Components, Schedules and Deliverables:

Below are the components defined prior to program start, during the course of the program, and after program completion.

PRE-PROGRAM: All pre-program activities are outlined and detailed in a prior agreement.

Outreach

August 21, 2013, SCC, in collaboration with Swords to Plowshares (STP), begins outreach. All
candidates will be directed to PG&E's PowerPathway website for application. Complete
applications will be sent to Solano Community College to be distributed to the case manager.

Student Eligibility Criteria.

SCC is responsible to ensure students meet the following minimum requirements before entering the program:

Must be an honorably discharged veteran of the United States Military, level E4 or above

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- Age 18 or older, with a high school diploma or GED
- Lawfully authorized to work in the United States
- Valid California Driver's License
- Must be willing to travel for work assignments that may last months
- Must be willing to be a first responder
- Must be able to lift at least 50 pounds

Prospective and enrolled students will be informed that participation in the program will help build important skills, but does not guarantee employment after course completion.

Eligibility evaluation, WorkKeys assessment, and orientation to be completed by STP, who will case manage under supervision of SCC.

Tool Kit and Q&A for family/friends)

October 14; SCC will launch the EGO training program.

DURING PROGRAM:

Instruction: technical, test preparation and soft skills, test administration

- SCC will vet and hire subject matter experts to lead classroom and hands-on training as directed by PG&E; October 14th – December 12th, Mon-Fri, 8am-5pm at Solano Community College
 - Hiring Manager Field Observations and Program Orientation tentatively on week of December 9, 2013
 - Field trip to Livermore Training Center, Tracy Gas Facility and/or other PG&E identified, dates to be determined
- PG&E Testing personnel administer PTB, IST and WOI tests at SCC week of December 2, 2013
- PG&E personnel led Mock Interviews; week of December 2nd at SCC
- PG&E personnel led Employer Day/Breakfast; week of December 9th at SCC

POST PROGRAM:

Case Management

- PG&E and SCC; Program Graduation; Tentative for Thursday, December 12th at SCC
- SCC to contract with and supervise Swords to Plowshares to conduct case management. Case
 management includes providing monthly reporting and updates on status of graduates and their
 employment status so PG&E can track employment opportunities and placement at PG&E and the
 utility industry
- Case management follow-up services will be provided until one year after the participants graduate, which ends on December 19th 2014
- 3.5 Roles and Responsibilities (Key project outcomes, high-level milestones and criteria used to accept completion of work)

PRE PROGRAM: Addressed in Prior Agreement.

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DURING PROGRAM

Solano Community College	PG&E
 Provide facility for technical and all other instruction and ensure students are made aware of class location and their responsibilities to arrive on time and ready for training each day 	 Technical instructors to be provided by PG&E Soft Skills instructor(s) to be provided by PG&E
 Provide instructors as needed Test preparation instructor, tbd by PG&E Entry to Gas Operations Training (GSR Training 	 Guest speakers Provide a list of qualified subject matter experts Interview preparation facilitators Potential observations from PG&E Gas Line of Business personnel
Distribute PPE	 Provide student guides Provide Personal Protective Equipment (PPE) Provide tools and equipment associated with technical gas instruction
• N/A	Provide technical curriculum and curriculum schedule
 Classroom will have computers with internet access for each student Computers will have Microsoft Office installed Classroom will have the ability to project PowerPoint presentations Classroom will have at least one printer available 	 Provide pre-employment test preparation curriculum Provide opportunity for enrolled students to sit for the Physical Test Battery, Industrial Skills Test, and Work Orientation Inventory Provide Soft Skills curriculum Provide mock-interview program

POST-PROGRAM

CMTC		PG&E
•	Host graduation Provide completed student scorecards Collect PPE from students Provide case management for one year from the date of graduation to all program graduates	 Prepare certificates of completion and student scorecards Provide graduation agenda Provide Case Manager Handbook
•	Provide monthly reports on program graduate progress, per guidance from the Case Manager Handbook	 Provide tools and techniques for reporting
•	Provide graduates who are job seeking notices about PG&E jobs they are qualified for	 Send notices about job postings when possible

^{4.0} FORM OF DELIVERABLES: All written deliverables, unless otherwise stated, shall be submitted electronically on Zip disk, CD-R or by FTP to the PG&E Manager using a software format readable by the Windows 2000 Professional™ operating system using Microsoft Office 2000™ software (Word/PowerPoint/Excel: .doc, .ppt and .xls formats).

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5.0 ACCEPTANCE: All work performed under this CWA is subject to review and approval by the PG&E Manager prior to acceptance. (Mention the timeframe if possible, e.g. 7 days, 10 days etc.)

6.0 COSTS:

Total cost of Program and Post-program (Pre-Program deliverables outlined in previous MOU): not to exceed \$50,000 (to cover the training cost of 20 students) Pre-Program deliverables and costs (\$15,000) covered in a previous contract.

7.0 CONTRACT TERM: Upon execution till December 19, 2014

8.0 CONTACT INFORMATION:

PG&E
Name: Jason Cameron
Title: Program Manager
Address:
One Market Plaza, Spear Tower
4th Floor

San Francisco, CA 94105

Telephone: 916-203-1892 Email: <u>jvcc@pge.com</u>

Consultant: Solano Community College

Name: Deborah Mann

Title: Director of Workforce Training and Grants Management Address: 4000 Suisun Valley Road, Fairfield, CA 94534

Telephone: 707.864.7195

Email: deborah.mann@solano.edu

Solano Community College, All Veterans – Entry to Gas Operations Program (EGO), October 2013 Addendum to Contract

Items included in program cost are as follows:

Instruction:

340 hours of total instruction (approximate):

- Technical instruction-Mostly provided by PG&E
 - Entry to Gas Operations Training (GSR) Training-20 hours
- Soft Skills instruction-Provided by PG&E Program
- Test Prep-35 hours
- Physical Fitness -25 hours of aerobic and weight training Monday, Wednesday and Friday mornings from 8:00-9:00 a.m.

All Solano Community College instructors will receive some hours of curriculum and course development. Solano Community College faculty will receive their negotiated wage and benefits. Workmen's compensation will be paid by PG&E for all Solano Community College faculty.

Program and Class Materials:

- Books
- Printing/copying
- Binders
- Flash drives
- Food and amenities for events

Facilities:

- Computer lab-20 hours during the course of the program
- Classrooms
- · Empty lot, if needed
- Parking for students, instructors and staff
- Half cafeteria for Graduation, Employer Breakfast, etc.

Other Staff/Personnel Costs: Solano Community College personnel costs includes employee benefits

- Project Supervisor-120 hours
- Administrative Assistant-60-75 hours
- Technical Support-20 hours

AGENDA ITEM 13.(g)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

AGREEMENT BETWEEN SOLANO COMMUNITY

COLLEGE DISTRICT AND BUTTE-GLENN COMMUNITY

COLLEGE DISTRICT - RICHARD HEATH AND

ASSOCIATES (RHA, INC.)

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Butte-Glenn Community College, in collaboration with Richard Heath and Associates, Inc., will provide multi-site training delivery and assister training to Solano Community College District related to Corporate College. The period of this project will be from August 1, 2013 through June 30, 2014.

A copy of the agreement is available in the Office of the Superintendent-President and the office of the Vice President of Finance and Administration.

Government Code: Board Policy: N/A CEO Goals: Grow Enrollment		4 Estimated Fiscal Impact: \$79,149.75		
SUPERINTENDENT'S RECOMMI	ENDATION:		☐ DISAPPROVAL ☐ TABLE	
Diane M. White, Interim Vice I Academic Affairs	President			
PRESENTER'S NAM 360 Campus Lane, Suite 2 Fairfield, CA 94534	_	Jan	£.	
ADDRESS		JOWEL C. LAGUE Superintendent-F		
707-864-7102		Supermiendent 1	resident	
TELEPHONE NUMBE	R			
Academic and Student Aff	airs	September 6,	2013	
ORGANIZATION		DATE APPROV SUPERINTENDENT-		
September 6, 2013				



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT 3536 Butte Campus Drive, Oroville, CA 95965

EXHIBIT A STATEMENT OF WORK TO AGREEMENT FOR PROFESSIONAL SERVICES

This Statement of Work ("SOW") is made and entered into by and between Butte-Glenn Community College District ("District"), on behalf of its sponsored program California Corporate College ("CACC") and Solano CCD ("Contractor"), for the Richard Heath and Associates, Inc. (RHA, Inc.) — Covered California Grantee and Assister Training project. This SOW incorporates by reference the terms and conditions of Agreement for Professional Services in effect between the District and Contractor ("Agreement"). In case of any conflict between this SOW and the Agreement, the Agreement shall prevail.

District and Contractor agree as follows:

- 1. Purpose and Objectives
 - A. Participate in a multi-site training delivery for Covered California Grantee and Assister Training.
- 2. Scope of Work and Deliverables

Contractor shall provide Services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

- A. Identify Subject Matter Experts who have:
 - 1. Demonstrated that they are willing to "own" materials created by a third party.
 - 2. At least three years of experience as a trainer/educator.
 - 3. Exposure to health care and/or health insurance sales environment.
 - 4. Demonstrated the ability to teach in a corporate setting.
- B. Contract with Trainers

Contractor shall deliver the following:

- A. Provide one instructor to attend TtT Certified Enrollment Counselor Training August 19-23, 2013
- B. Deliver 7 sessions of Certified Enrollment Counselor Training
- C. Provide training facility (classroom, meeting room or other) that will accommodate 30 participants for 3 consecutive days of training 8:30 5:30 each day. Training room to be equipped with LCD projector, laptop, screen, flip chart and pens.
- D. Provide a classroom assistant for all three days of the training to sign in participants, collect attendance, assist instructor as needed, assist with class materials and classroom logistics, and provide information about the campus, local restaurants, etc.
- E. Provide a computer lab or classroom with laptops and internet connection for $\frac{1}{2}$ day the last day of the 3-day training (1:00-5:30) for up to 30 participants.
- F. Provide campus maps with training facility and parking clearly identified.
- G. Provide cost of parking permits and where to obtain permits.
- H. Additional sessions of training for Certified Enrollment Counselors will be provided if needed.

3. Timeline and Period of Performance

The period of performance for this project will start on **August 1, 2013** and the work tasks are estimated to continue through **June 30, 2014**.

- 4. Compensation and Payment
 - A. The District shall pay Contractor for the performance of the Services set forth in this Agreement, the sum not to exceed **79,149.75**, as detailed below:
 - \$69,399.75 for Services as described in Scope of Work and Deliverables.
 - \$9,750.00 for Travel. District shall reimburse travel expenses according to its policies applicable
 to employees, as detailed in Exhibit B, Expense Form, attached hereto and incorporated by
 reference herein. Contractor must submit an invoice for any travel reimbursement requested,
 specifying its expenses, and attach receipts.
 - B. To be paid, Contractor must submit a monthly itemized electronic invoice to Delia Buzatu, CA CC Contract Manager, within 10 days of end of month. The invoice must specify the Services provided, which must match the description in this SOW; the dates of and work performed during the billing period; and the specific dollar amount. Invoice must be approved by District's Project Director.
 - C. Contractor shall assume all other expenses paid and incurred in connection with the performance of this Agreement and the District shall not be liable to Contractor for any other expenses. The payment terms specified herein, unless otherwise indicated and agreed to in writing by the Contractor and District, shall be the only obligation of the District.
 - D. Should the client cancel a class in excess of 14 business days, there will be no charge to the client and therefore no compensation to the Contractor.
 - E. Should the client cancel a class in less than 14 business days, there will be a damage payment to the Contractor in the amount of 50% of the compensation agreement amount.
- 5. Contractor Staff, Roles and Responsibilities

Contractor designated staff: Thomas Watkins at Thomas.Watkins@solano.edu or 707-864-7195

6. District Staff, Roles and Responsibilities

District designated staff:

- A. Project Director for CACC: Catherine Swenson at cswenson@cccewd.net or 916-452-5668
- B. Senior Project Manager: Peggy Miller at starmillconsulting@gmail.com or 760-390-4499
- C. Contract Manager: Delia Buzatu at buzatude@butte.edu or 530-879-9068

District will provide materials and deliver to the Training Site: N/A

Additional Terms and Conditions Specific to this SOW: N/A

IN WITNESS WHEREOF, the parties hereto, having read this SOW to Agreement for Professional Services and its Attachment in its entirety, do agree thereto in each and every particular.

DISTRICT	CONTRACTOR
By:(Signature of person authorized to execute Agreement.) Name: Andrew B. Suleski Title: Vice President for Administration Date:	By:(Signature of person authorized to execute Agreement.) Name: Title:
Recommended By: By:	Retum Signed Contract and SOW to: Delia Buzatu Califomia Corporate College c/o Butte College Skyway Center 2480 Notre Dame Blvd. Chico, CA 95928
Signature: Catherine Suenson Catherine Swenson (Aug 9, 2013) Email: cswenson@cccewd.net	_

AGENDA ITEM 14.(a)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

No.				
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Members of the Governing Board

SUBJECT:

PROPOSED NEW JOB DESCRIPTION, ASSOCIATE DEAN

OF STUDENTS – ADMISSIONS, ASSESSMENT AND SCHEDULING (ADMINISTRATIVE LEADERSHIP

GROUP)

REQUESTED ACTION:

INFORMATION/APPROVAL

SUMMARY:

As a result of the Student Services Department being reorganized, a new job description was created. This serves as a request for reclassification of the Director of Admissions and Records to Associate Dean of Students – Admissions, Assessment and Scheduling.

The salary is Administrative Leadership Group - Range 48.

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Government Code: CEC 88001; 88009; 880013	Board Policy: 4720	Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECON	MENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ TABLE
Nona Cohen-Bowman Associate Vice Pre Human Resource	sident	
PRESENTER'S N	AME	Man and D
360 Campus Lane, St Fairfield, CA 94:		The state of the s
ADDRESS		JOWEL C. LAGUERRE, Ph.D.
707-864-7122		Superintendent-President
TELEPHONE NU	MBER	
Administration	1	September 6, 2013
ORGANIZATIO	ON	DATE APPROVED BY
September 6, 20	13	SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: ASSOCIATE DEAN OF STUDENTS-ADMISSIONS, ASSESSMENT & SCHEDULING (Classified Manager)

BASIC FUNCTION:

Under the supervision of the Chief Student Services Officer-CSSO, the Associate Dean of Students-Admissions, Assessment & Scheduling serves as the College registrar, plans and directs all procedures relating to the registration, admission of students, and award verifications; develops and implements processes that support the Admissions and Records, Assessment, and Scheduling and Curriculum offices; consults with and advises district administration, division deans, and faculty regarding state regulations and district policies, including scheduling and records access policy and procedures; and serves as the official records officer, coordinates the key resources of the college associated with attendance accounting, admissions, registration, research and data related to enrollment.

The incumbent will have a high frequency of responsible contact with administrative and professional staff, students, and other public/private agencies requiring tact and excellent communication skills, and may perform other related duties as required.

REPRESENTATIVE DUTIES:

- 1. Manage a complex Enterprise Resource Planning (ERP) system for the registration, recording and reporting of information pertaining to student enrollment, attendance, grades, and certifies eligibility for degrees and certificates.
- 2. Provide leadership for the development and implementation of an automated admissions and records system in conjunction with the Information Technology Department.
- 3. Establish and assess strategic planning goals and objectives for the offices of Admissions and Records, Assessment, and Scheduling and Curriculum. Establish and assess Student Learning Outcomes and Service Area Outcomes (SLO's and SAO's) for all program areas.
- 4. Direct the process of admitting students, including the determination of California residency, and the maintenance of accurate, current student demographic information.
- 5. Oversee the collection and maintenance of rosters and grades from faculty, and review petitions for changes of grade.
- 6. Prepare accurate and timely attendance accounting and other reports mandated by state and federal agencies; develop and maintain appropriate enrollment accounting procedures; interpret state attendance accounting procedures, and coordinate college

- attendance accounting with the offices of Information Technology, Academic Affairs, and Fiscal Services.
- 7. Direct the evaluation and certification of individual student records related to eligibility for the Associate of Arts or Science degree and Certificate of Achievement, transfer to other education institutions, Veterans Affairs, and benefits from various government agencies or programs.
- 8. Coordinate the overall management and submission of reports required by Federal, State, and local agencies, including apportionment, student demographic, and degree information; and coordinate the reporting of apportionment related information to the Chancellor's Office of the California Community Colleges.
- 9. Manage and monitor processes that ensure compliance with state law in the area of admissions, apportionment, and student record keeping; review State and local policy and recommend changes as appropriate.
- 10. Participate in the search and selection process for all assigned staff; supervise, train and evaluate staff under his/her direction, including those Admissions and Records, Assessment Center, and Scheduling and Curriculum Office.
- 11. Administer the program for the admission of concurrently enrolled high school students, and provide leadership in enrollment development efforts.
- 12. Assist with the gathering, reporting and analysis of student enrollment statistics, college FTES information, including preparation of enrollment projections and related research studies.
- 13. Prepare reports as needed for presentation to the Governing Board.
- 14. Oversee adjudication of student petitions and appeals for waiver of college rules and regulations. Receive, assess, and resolve student complaints regarding Admissions and Records and the Assessment Center.
- 15. Analyze, recommend and evaluate enrollment/registration modes (mail, in-person, telephone, web, new technology.)
- 16. Resolve complex enrollment programs identified by instructional deans, faculty, staff and students; provide training as needed.
- 17. Notify faculty and staff regarding policy and procedures for recording and reporting grades and attendance.
- 18. Review the college catalog and schedule information as it relates to all aspects of scheduling, assessment, admissions, registration and records, and make necessary revisions; develop and update publications in area of assignment.

- 19. Coordinate with the counseling department and representatives of high schools and other agencies and institutions to provide information on admissions, and registration requirements; participate in activities for potential students.
- 20. Establish and maintain liaisons with other community colleges, four-year colleges and other professional organizations to coordinate policies and procedures on admissions, registration, and transfer of students. Attend meetings, conferences, seminars and other professional venues such as web seminars to keep informed of policy changes.
- 21. Establish deadlines, academic calendar dates, and reporting requirement dates as required by state law and local policy, and systematically distribute such information to all segments of the campus.
- 22. Prepare recommendations for, and manage the annual budget for the Admissions and Records Office, Assessment, Scheduling and other areas within scope of assignment.
- 23. Serve on and/or chair district/college committees as required or assigned.
- 24. Conduct special studies, serve on special assignment and generate reports as required or assigned; perform related duties as required or assigned.
- 25. Oversee and direct daily operations of Scheduling and Curriculum office. Interpret and administer college policy with respect to scheduling ensuring that faculty contractual requirements are accurately observed.
- 26. Work closely with Vice President of Academic Affairs, deans, faculty and other related groups to coordinate fall, spring and summer scheduling efforts and related staff assignments.
- 27. Direct the preparation and maintenance of all college course and program data, including submission of required reports to the California Community College system office; ensure that college curriculum data in the college catalogue, course schedules and other publications is accurate and consistent.
- 28. Direct and ensure the accurate preparation of full and part-time faculty teaching and work load reports.
- 29. Ensure that college classrooms and other academic facilities are used with maximum efficiency.
- 30. Coordinate class offerings at off-campus sites, including area high schools, in conjunction with Vice President of Academic Deans, and instructional deans.
- 31. Develops materials and implements training for instructional deans and staff on curriculum, scheduling and faculty work load calculations.

32. Perform related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

KNOWLEDGE OF:

Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Policies, procedures, functions and organization of a college Admissions and Records Office.

Applicable laws, codes and regulations, policies and procedures including <u>Title 5</u> and <u>California Education Code</u>.

Capabilities and applications of data processing systems (ERP) as applied to admissions and records functions, inclusive of online admissions, registration, and electronic document imaging;

Computer operations, systems, and related software programs.

Basic college curricula.

Principles and practices of administration, supervision, and training, including techniques in supervision.

Graduation and transfer requirements.

Modern automated record-keeping systems.

Application processes.

Computer software applications including spreadsheet, database and word processing programs;

Principles and practices of administration, supervision and training.

Oral and written communication skills.

Correct English usage, grammar, spelling, punctuation and vocabulary.

District organization, operations, policies and procedures of assigned program and activities.

Interpersonal skills using tact, patience and courtesy.

Budget preparation and control.

ABILITY TO:

Work within complex, integrated ERP systems.

Plan, organize, coordinate and control the activities and functions of the Admissions and Records Office.

Direct the College admissions, registration, records maintenance functions, and assessment testing. Develop, revise and implement policies, procedures and guidelines related to assigned functions.

Train, supervise and evaluate personnel.

Communicate effectively both verbally and in writing.

Establish and maintain cooperative and effective working relationships with others.

Maintain records and prepare reports.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Associate Dean of Students-Admissions, Assessment & Scheduling - Continued Page 5

Maintain current knowledge of program rules, regulations, requirements and restrictions to assure institutional compliance.

Analyze situations accurately and adopt an effective course of action.

Coordinate activities with Information Technology Services operation.

MINIMUM QUALIFICATIONS

EDUCATION:

A master's degree from an accredited college or university is required.

EXPERIENCE: At least three years of experience as a dean, director, Registrar, or Admissions Officer with a college, or three years of comparable experience in a supervisory or management capacity.

Board approved:

AGENDA ITEM 14.(b)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

PROPOSED NEW JOB DESCRIPTION, ASSOCIATE DEAN OF STUDENTS – FINANCIAL AID, EOPS AND VETERANS

(ADMINISTRATIVE LEADERSHIP GROUP)

REQUESTED ACTION:

INFORMATION/APPROVAL

SUMMARY:

As a result of the Student Services Department being reorganized, a new job description was created. This serves as a request for reclassification of the Director of Financial Aid to Associate Dean of Students – Financial Aid, EOPS and Veterans.

The salary is Administrative Leadership Group - Range 48.

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Government Code: CEC 88001; 88009; 880013	Board Policy: 4720	Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECO	MMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ TABLE
Nona Cohen-Bowman Associate Vice Pre Human Resour	esident	
PRESENTER'S NAME 360 Campus Lane, Suite 201 Fairfield, CA 94534		August :
ADDRESS 707-864-7122 TELEPHONE NUMBER		JOWEL C. LAGUERRE, Ph.D. Superintendent-President
Administration	n	September 6, 2013
ORGANIZATI		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
September 6, 20	013	

SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: ASSOCIATE DEAN OF STUDENTS-FINANCIAL AID, EOPS & VETERANS (Classified Manager)

BASIC FUNCTION:

Under the supervision of the Chief Student Services Officer-CSSO, the Associate Dean of Students-Financial Aid, EOPS & Veterans is responsible for the leadership, management and administration of the Student Financial Aid Office and EOPS and CARE programs including but not limited, to accounting operations, budget preparation; Maintenance of Effort (MOE) reporting; oversight of BFAP budgets; preparation of federal, state and district reports; maintenance of Federal fund budgetary controls and regulatory compliance; and the delivery of funds and services to students. The position is responsible for maintaining compliance with all federal, state and local regulations governing student aid programs; coordinating and overseeing audits, compliance reviews and account reconciliations; and ensuring institutional compliance with relevant regulations and statutes. Oversees compliance and regulations for Veterans Affairs, and works in conjunction with the Veterans Affairs Certifying Official. This position is in direct communication and works closely with the U.S. Department of Education.

The Associate Dean of Students-Financial Aid, EOPS & Veterans is the designated District official in charge of all federal and state student financial aid programs and as such certifies that the District is in compliance with all federal and state regulations and laws governing the administration of student financial assistance programs; compiles and submits required reports to the Department of Education and the state Chancellor's Office; administers the federal grant, loan, federal supplemental grants, and work study programs, scholarships; administers the state fee waiver and Cal Grant programs; advises senior management regarding federal mandates, implementation updates and compliance factors; prepares and submits applications for financial aid funds. Plans, develops, organizes, and directs assigned programs in accordance with State (Title V) and Federal (Title IV) regulations to ensure that eligible economically or educationally disadvantaged and minority students receive needed financial and educational assistance.

REPRESENTATIVE DUTIES:

- Manage and provide leadership for the development to a complex Enterprise Resource Planning (ERP) system which is used to coordinate the delivery of student financial aid, EOPS and CARE, and the maintenance of student financial aid records. Evaluate, assess and implement new and/or revised technology to address changing needs and requirements; troubleshoot student management computer system, Financial Aid Web, and other Financial Aid software issues.
- 2. Supervises monitoring of academic progress for Financial Aid and EOPS and CARE students; approves student petitions/appeals for special circumstances, and appeal

- exceptions. Anticipates, prevents, and resolves conflicts and problems under areas of supervision.
- 3. Participates on or chairs committees, task forces and special assignments.
- 4. Leads and oversees the planning, supervision, assessment and evaluation of EOPS. Responsible for insuring accuracy of print and online publications related to the area of responsibility. Develops and supervises methods of identifying EOPS and CARE students with learning skills problems, referring them to the Learning Centers and monitoring progress.
- 5. Coordinates career exploration activities for educational disadvantaged/underrepresented students with the Career Center.
- 6. Serves as a resource to faculty and staff concerning economically or educationally disadvantaged, and underrepresented students.
- 7. Recommend, interpret, and administer and update financial aid policies ensuring compliance with pertinent federal, state and local laws and contractual regulations, and CA Community College Chancellor's Office mandates and recommendations. Read, comprehend, interpret, implement, ensure compliance with federal and state regulations and statutes governing EOPS and CARE programs and Financial Aid programs and services including the Federal Pell Grant, Federal Supplemental Education Opportunity Grant, Federal Work Study, Federal Family Educational Loan Programs, Cal Grants, Board of Governor's Fee Waivers, scholarships, and other related programs.
- 8. Maintain liaison with federal, state, county and other agencies to answer questions, resolve problems, provide data, interpret and apply changes in rules and regulations concerning financial aid.
- 9. Develop and provide strategic planning for all Financial Aid programs and services. Establish and assess program goals, objectives and measurements, and Student Learning Outcomes and Service Area Outcomes (SLO/SAO's) in financial aid, EOPS and CARE, and Veterans Affairs as reported in the annual unit plan.
- 10. Prepare and analyze detailed financial statements and forecasting reports for all programs; and make recommendations based on results. Research, analyze, develop and recommend departmental processes and procedures to increase and improve operational efficiency and ensure regulatory compliance.
- 11. Develop system for appropriate need analysis and determine individual student eligibility for various aid programs; verify documents and maintain student generated information

- used to determine eligibility for financial aid awards. Promote and administer Chafee Grants and provide resources for FYSI students in conjunction with Counseling.
- 12. Participate in college outreach activities; direct and provide multilingual financial aid information and services (as possible) to current and prospective students. Manage the student loan collection activities; and in collaboration with the Fiscal Services Office, develop and direct a loan default prevention program. Prepare a variety of Financial Aid program related reports and correspondence including reports for the Governing Board; make public presentations to students, parents, and faculty, staff and community groups.
- 13. Remain current with new innovations in Financial Aid higher education by regularly attending training meetings, workshops, conferences and financial aid professional organization meetings such as California Community Colleges Student Financial Aid Administrators Association (CCCSFAAA), California Association of Student Financial Aid Administrators (CASFAA), Western Association of Student Financial Aid Directors (WASFAA) and Free Application for Federal Student Aid (FAFSA).
- 14. Design and implement a strong marketing, outreach and recruitment effort to inform students and community about financial aid opportunities and resources including EOPS and CARE, and collaborate in the overall college marketing, outreach and recruitment planning and activities.
- 15. Meet with students to resolve eligibility appeals, enrollment issues, dependency overrides, and payment of college fees and refunds, and, may refer students to appropriate student services; meet with students to resolve problems, conflicts, complaints and initiate corrective action.
- 16. Independently perform high-level decision work involving professional judgment in the interpretation and application of policy and procedures for financial aid, EOPS and CARE, and Veterans Affairs programs.
- 17. Coordinate and oversee audits, compliance review and account reconciliation, and ensure institutional compliance with relevant regulations, codes and statutes. Direct, train, supervise and evaluate financial aid staff and EOPS and CARE: conduct regular meetings with staff to inform them of program policies, procedures, and deadlines as needed; develop and write a procedures manual for Financial Aid, EOPS and CARE, and Veterans staff; provide for staff development.
- 18. Plan and control the District's scholarship program to assure awarding of scholarships consistent with applicable requirements.
- 19. Conduct written evaluations for financial aid, EOPS and CARE, and Veterans Affairs staff. Provides opportunities for professional growth opportunities.

20. Perform related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

KNOWLEDGE OF:

Federal and state Financial Aid programs, rules and regulations.

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

Theories, principles, and practices associated with higher education counseling, curriculum and instruction, matriculation, and student services, including financial aid, EOPS and CARE evaluation methods.

Budget preparation and control.

Principles and practices of program administration, supervision and staff development.

Effective interpersonal communication.

Policies, regulations, and objectives of assigned programs and activities.

Programs, functions, purposes and goals of the division/area.

Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Effective practices and methods for program planning, developing, implementations, and evaluation.

Federal, State and local student financial aid and award programs, regulations and guidelines.

Fundamental accounting and fiscal reporting procedures.

Modern office practices, procedures and equipment.

Data processing applications to financial aid needs analysis, accounting and recordkeeping, ERP, Title IV WAN, and federal electronic software.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Oral and written communication skills.

Applicable sections of Federal Financial Aid State Education Code and other applicable laws.

Technical aspects of Financial Aid.

Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Provide leadership and direction to the offices of Financial Aid, EOPS and CARE, and Veterans Affairs.

Develop and implement a plan of accountability for financial aid services and EOPS and CARE, especially as related to state and federal regulations.

Work effectively with economically and educationally disadvantaged and underrepresented student populations.

Work within complex, integrated ERP systems.

Coordinate activities with Information Technology Services

Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.

Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.

Maintain current knowledge of program rules, regulations, requirements and restrictions for Financial Aid, EOPS and CARE, and Veterans Affairs programs.

Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.

Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.

Meet schedules and time lines; organize multiple projects effectively; and carry out required project details throughout the year.

Plan, coordinate, organize and direct Financial Aid, and related programs.

Read, interpret, explain and apply provisions of federal, state and local rules, regulations and guidelines related to financial aid programs.

Exercise sound, professional judgment in reviewing and screening applications for grants, work study, and loans to determine eligibility according to federal and State guidelines.

Establish and maintain cooperative and effective working relationships with other offices on and off campus.

Maintain records and prepare clear and concise complex reports.

Work confidentially and with discretion.

MINIMUM QUALIFICATIONS

EDUCATION:

A master's degree with a major or concentration in counseling, psychology, human services, business, public administration, student personnel education, social sciences, or related field from a regionally accredited college or university.

EXPERIENCE:

At least three years of experience in the management and administration of college-level student services programs or educational programs, working with disadvantaged clientele. Understanding of and sensitivity to meeting the needs of the diverse academic, socioeconomic, cultural, disability and ethnic background of the student, community, and employee population.

Board approved:

AGENDA ITEM 14.(c)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

PROPOSED REVISED JOB DESCRIPTION, EXECUTIVE

ASSISTANT - CONFIDENTIAL (ADMINISTRATIVE

LEADERSHIP GROUP)

REQUESTED ACTION:

INFORMATION/APPROVAL

SUMMARY:

To better provide service to the Institution, Superintendent-President's Office, and the Governing Board, we propose to reinstate the second position in the President's Office displaced due to budget constraints. This position will move forward through the normal recruitment process in the near future.

The salary is Administrative Leadership Group - Range 32.

SUPERINTENDENT-PRESIDENT

Government Code: CEC Board Policy: 4720 88001; 88009; 880013	Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Jowel C. Laguerre, Ph.D. Superintendent-President	
PRESENTER'S NAME	
360 Campus Lane, Suite 201 Fairfield, CA 94534	Social
ADDRESS 707-864-7122	Ally
TELEPHONE NUMBER	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
Administration	
ORGANIZATION	
September 6, 2013	September 6, 2013
DATE SUBMITTED TO	DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

SOLANO COUNTY COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: EXECUTIVE ASSISTANT (Confidential)

POSITION TITLE: EXECUTIVE ASSISTANT - SUPERINTENDENT-PRESIDENT

BASIC FUNCTION:

Under the direction of the Superintendent-President, or his/her designee, performs a wide variety of complex duties in support of the Superintendent-President's Office; processes administrative details not requiring the administrator's attention and coordinates communications between top level College administrators; provides support to Superintendent-President, Vice Presidents, Associate Vice President, and other groups as assigned.

DUTIES AND RESPONSIBILITIES:

- Maintain the budget for the Superintendent-President's Office, monitor expenditures and assure that items are properly charged to correct accounts; recommend fund transfers as needed.
- Assist with the coordinating of evaluations of the direct reports to the Superintendent-President with the timelines established in the Management Policy Manual.
- Prepare agendas and background materials for various committee meetings; take and transcribe meeting minutes, compose, copy, collate, and distribute as appropriate.
- Maintain records and files containing financial, statistical and student information; maintain confidentiality of information as appropriate, assist with record retention system.
- Maintain mailing lists and labels; establish mail merge correspondence; proofread and distribute materials.
- Assist with special projects, assist in preparing materials of a confidential nature, including collective bargaining information; provide clerical support and additional secretarial duties when necessary.
- Prepare presentation materials for Board meetings, campus meetings and community organization; Board attendance and mileage reports; and routine correspondence for the Superintendent-President and Governing Board.
- Prepare and process requisitions, conference, mileage, supplies forms and budget transfers.
- Issue parking permits for the Office of the Superintendent-President.
- Assist in the coordination of Strategic Planning for the Superintendent-President's Office in relation to the Educational Master Plan as needed.
- Perform receptionist duties, answer phones, greet office visitors and callers, screen and direct calls to the Superintendent-President and/or his/her designee.
- Work cooperatively with the Superintendent-President President to coordinate the flow of work and responsibilities in the Superintendent-President's office as needed.
- Perform additional duties as needed. Distribute the Governing Board agendas and background materials to Board members; assure proper facilities set-up; attend and

record Governing Board meetings; attend and take notes in closed session when deemed necessary, transcribe and prepare official minutes; organize and direct daily office activities in the Superintendent-President's office, and maintain the Superintendent-President's calendar; schedule meetings, appointments and workshops; and make travel arrangements.

Secondary Functions:

Perform a variety of technical and difficult office assistance, support work, and other duties as assigned.

MINIMUM QUALIFICATIONS:

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

EDUCATION AND EXPERIENCE:

AA/AS Degree and/or three years of full-time increasingly responsible secretarial/administrative assistant experience in an administrative/executive office environment.

LANGUAGE SKILLS:

- Ability to read, analyze, and interpret general business periodicals, journals, technical procedures, or governmental regulations.
- Ability to compile information and write reports, business correspondence, and procedure manuals using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to read, interpret, apply and explain District and department policies, procedures, and regulations.
- Ability to effectively present information in person or on the telephone to students, staff, or the public.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

· Ability to solve practical problems and deal with variables in situations where only

- limited standardization exists.
- Ability to analyze and exercise good judgment in resolving difficult, confidential, and sensitive issues.
- Ability to interpret a variety of instructions furnished in written, oral diagram, or schedule form.
- Ability to use sound judgment in recognizing scope of authority.
- Ability to interpret and apply specific laws, regulations, rules, policies and procedures of the department and functions to which assigned.

OTHER SKILLS AND ABILITIES:

- Demonstrate knowledge of modern office practices, procedures and equipment, including letter and report writing; financial and statistical recordkeeping; reception and telephone techniques and etiquette.
- Demonstrate knowledge of research methods.
- Office management techniques to include preparation of analytical data such as charts and graphs.
- Perform difficult and complex secretarial and office management duties.
- Perform advanced level word processing functions, i.e., Word, PowerPoint, spreadsheets, i.e., Excel; and database documents. Maintain knowledge of various computer applications and assist others in office in use of applications.
- Operate a computer terminal, typewriter, microcomputer, copier, calculator, recording equipment, and facsimile machine.
- Operate an electronic keyboard accurately.
- Compose, format, type, proofread, and distribute documents and other written materials.
- Train and provide work direction to others.
- Establish and review work priorities.
- Meet demanding schedule and multiple timelines.
- Establish and maintain effective and cooperative working relationships with others.
- Maintain confidentiality of sensitive information.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Work independently with minimal supervision.
- Perform assigned work with speed and accuracy.
- Demonstrate oral and communication skills.

PHYSICAL DEMANDS:

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

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

Employees assigned to this classification must regularly lift, carry, and/or move objects weighing up to ten pounds.

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

WORK ENVIRONMENT:

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

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

Revision	
BOARD APPROVAL	

AGENDA ITEM 14.(d)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

2013-2016 SOLANO COMMUNITY COLLEGE DISTRICT

EQUAL EMPLOYMENT OPPORTUNITY (EEO) STAFF

EQUITY PLAN

REQUESTED ACTION:

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

INFORMATION/ACTION

SUMMARY:

The Solano Community College District believes in taking steps to ensure equal employment opportunity and creating an academic environment which is welcoming to all, fosters diversity, promotes educational excellence, and provides a quality student learning experience.

Dr. Annette Dambrosio, Accreditation Coordinator, will present to the Board the Solano Community College District Equal Employment Opportunity (EEO) Staff Equity Plan.

Copies of the Staff Equity Plan will be provided under separate cover.

Government Code: Board CEO 2013-14 Goals: 1. Strengthen Accredita BOT 2013-14 Goals: 3. Access and Success	d Policy: Estimated Fiscal Impact: N/A tion Reports
SUPERINTENDENT'S RECOMMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Dr. Annette Dambrosio	
Accreditation Coordinator	116
PRESENTER'S NAME	- Salley
4000 Suisun Valley Road Fairfield, CA 94534	The state of the s
ADDRESS	JOWAL C. LAGUERRE, Ph.D.
	Superintendent-President
707-864-7102	- Spermont Tresident
TELEPHONE NUMBER	-
Academic and Student Affairs	September 6, 2013
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
September 6, 2013	

AGENDA ITEM 14.(e) MEETING DATE September 18, 2013

SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

STUDENT EQUITY PLAN 2013-2018

REQUESTED ACTION:

INFORMATION/ACTION

SUMMARY:

Solano Community College is committed to assuring student equity in all educational programs and College services. The specific goals of the Student Equity Plan are to provide opportunities for increasing diversity and equity for all students at SCC; to improve student access to SCC programs and services, and to close performance gaps for targeted groups, to include males, African Americans, Hispanic, students with disabilities, and English learners, thereby improving the overall success of all students at Solano Community College.

Dr. Annette Dambrosio, Accreditation Coordinator will present to the Board the 2013-2018 Student Equity Plan.

Copies of the Student Equity Plan will be provided under separate cover.

Government Code: B CEO 2013-14 Goals: 1. Strengthen Acc BOT 2013-14 Goals: 3. Access and Su	Roard Policy: creditation Repo ccess	Estimated prts	d Fiscal Impact: N/A
SUPERINTENDENT'S RECOMMENDAT	ION:		☐ DISAPPROVAL ☐ TABLE
Dr. Annette Dambrosio, Accreditation Coord Academic and Student Affairs	dinator		
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS		Marce	
707-864-7102 TELEPHONE NUMBER		All	· ·
Academic and Student Affairs		JOWAL C. LAGUI Superintendent-	
ORGANIZATION			
September 6, 2013		September 6,	2013
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		DATE APPROV	VED BY

AGENDA ITEM 15.(a)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

FIRST DRAFT ACCREDITATION FOLLOW-UP REPORT

REQUESTED ACTION:

INFORMATION

SUMMARY:

The College has been working on a Follow-Up Report in response to the ACCJC action letter dated February 11, 2013 requiring the College to address four recommendations based on the Evaluation Team's site visit to Solano Community College held November 13, 2012.

Dr. Annette Dambrosio, Accreditation Coordinator, will present to the Board the first draft of the Accreditation Follow-Up Report to be submitted to the ACCJC by October 15, 2013.

Copies of the Follow-Up Report will be provided under separate cover.

SUPERINTENDENT-PRESIDENT

Government Code: ACCJC Standards Board CEP 2013-14 Goals: 1. Strengthen Accreditation 1	Policy: 2070 Estimated Fiscal Impact: N/A Reports
SUPERINTENDENT'S RECOMMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Dr. Annette Dambrosio Accreditation Coordinator	
PRESENTER'S NAME	Lange Marie
360 Campus Lane, Suite 201 Fairfield, CA 94534	The state of the s
ADDRESS	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
707-864-7102	2 Sp - Landont Trestaent
TELEPHONE NUMBER	
Academic and Student Affairs	September 6, 2013
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
September 6, 2013	
DATE SUBMITTED TO	

AGENDA ITEM 15.(b)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

JIMMY DOOLITTLE LEARNING CENTER -

MEMORANDUM OF UNDERSTANDING

REQUESTED ACTION:

INFORMATION

SUMMARY:

The District and the Jimmy Doolittle Learning Center have discussed the formation of a jointly developed and operated facility at the Nut Tree Airport that would serve as the District's Aviation facility. Advantages of working together on this effort include:

- 1. Each party will leverage the resources of the other to save cost.
- 2. Shared programs can include the District's Aviation, Theater, Hospitality, Museum and Curator programs, amongst others.
- 3. Doolittle will provide historic airplanes to the District's aviation program for repair and restoration, which will expand the District's airplane maintenance and operations program.

The Board will be asked to sign a Memorandum of Understanding allowing District staff to begin negotiations and encumber funds as necessary with the various parties in this deal, including but not limited to:

- 1. Real Estate experts
- 2. Other governing boards with oversight of the project, including city agencies
- 3. Professional service entities, including legal, design and engineering services

A copy of the MOU will be provided under separate cover.

Government Code: N/A	Board Policy: 3225	Estimated Fiscal Impact: \$7	TBD Measure Q Funds
SUPERINTENDENT'S REC	COMMENDATION:	☐ APPROVAL ⊠ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
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Executive Bond	s Manager		
PRESENTER'	S NAME		
4000 Suisun Va Fairfield, CA	lley Road 94534	1/000	\mathcal{L}
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707-863-7	855	Att	
TELEPHONE N	NUMBER	JOWAL C. LAGUE Superintendent-F	
Administra	tion		
ORGANIZA	TION		e.
September 6,	2013	September 6,	2013
DATE SUBMIT SUPERINTENDENT	TED TO	DATE APPROV	

AGENDA ITEM 15.(c)
MEETING DATE September 18, 2013

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

CCFS-311Q FINANCIAL REPORT, FOURTH QUARTER,

FY 2012-13

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

INFORMATION

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on its financial condition. The CCFS-311Q quarterly financial report for the fourth quarter of FY 2012-13 is attached for the Board's review and information.

Government Code: Board Pol California Code of Regulations (CCR) 58305(d)	licy: 3020 Estimated Fiscal Impact: N/A
SUPERINTENDENT'S RECOMMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Yulian I. Ligioso, Vice President Finance & Administration	
PRESENTER'S NAME	Mores In
360 Campus Lane, Suite 201 Fairfield, CA 94534	All Mills
ADDRESS	JOWAL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	
Administration	September 6, 2013
ORGANIZATION	DATE APPROVED BY
September 6, 2013	SUPERINTENDENT-PRESIDENT

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

District: (280) SOLANO

CHANGE THE PERIOD Fiscal Year: 2012-2013

Quarter Ended: (Q4) Jun 30, 2013

Your Quarterly Data is Certifie	d for this quarter.		
Chief Business Officer	·	District Cor	itact Person
CBO Name:	Yulian Ligioso	Name:	Patrick Killingsworth
CBO Phone:	707-864-7209	Title:	Director of Fiscal Services
CBO Signature:			
Date Signed:		Telephone:	707-864-7000
Chief Executive Officer Name:	Jowel Laguerre	Fax:	707-864-2066
CEO Signature:			
Date Signed:		E-Mail:	patrick.killingsworth@solano.edu
Electronic Cert Date:	08/15/2013		
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California Community Colleges, Chancellor's Office Fiscal Services Unit 1102 Q Street, Suite 4554 Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 catalig@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu
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California Community Colleges

Quarterly Financial Status Report, CCFS-311Q

280 Solano Community College District District:

September 18, 2013 **Board Meeting Date:**

Quarter Ending Date:

June 30, 2013

Projected 2012-13 As of June 30 for the fiscal year specified 2011-12 Actual 2010-11 Actual 2009-10 Actual Description

Unrestricted General Fund Revenues and Expenditures:

Line

A.	RAVANISE:	Account for the second of the	Comment of the contract of the latter against the commence of the contract of		
			to provide a destruction of the control of the cont	од о	O MARKA (C.C.) - Arman (L.A.) (A years) - Arc (f) - Arman (L.A.) (A common democratic
- →	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	49,621,228	51,482,327	45,837,026	47,497,980
A.2	Other Financial Sources (Object 8900)	12,500	17,825	3,955	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	49,633,728	51,500,152	45,840,981	47,497,980
œ.	Expenditures:				the second secon
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,585,037	48,735,784	47,214,550	44,133,669
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	69,914	375,461	128,058	0
B.3	Total Unrestricted Expenditures (B.1 + B.3)	51,654,951	49,111,245	47,342,608	44,133,669
ن	Revenues Over (Under) Expenditures (A.3 - B.3)	(2,021,223)	2,388,907	(1,501,627)	3,364,311
О.	Fund Balance, Beginning	3,419,596	3,207,000	5,713,219	2,800,420
D.1	Prior Year Adjustments + (-)	1,808,627	117,312	(1,411,172)	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,228,223	3,324,312	4,302,047	2,800,420
ن	Fund Balance, Ending (C + D.2)	3,207,000	5,713,219	2,800,420	6,164,731
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	6.2%	11.6%	2.9%	14.0%

II. Annualized Attendance FTES:

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and the second and th	G.1 Annualized FTES (excluding app	
The state of the s	G.1 Annualized FTES (excluding apprentice and non-resident)	

			As of the specif	As of the specified quarter ended for each fiscal year presented	or each fiscal year _l	presented
≡. 7	otal Ger	III. Total General Fund Cash (Unrestricted and Restricted)	2009-10	2010-11	2011-12	2012-13
- control and on the control and	ij	H.1 Cash, excluding borrowed funds		2,913,700	(4,436,641)	1,377,969
Addingon and the second	H.2	H.2 Cash, borrowed funds only	(3,189,461)	0	1,404,826	3,200,000
	H.3	H.3 Total Cash (H.1 + H.2)	(3,189,461)	2,913,700	(3,031,815)	4,577,969

Percentage			(Col. 3/Col. 2)
Year-to-Date	Actuals		(Col. 3)
Annual	Current	Budget	(Col. 2)
Adopted	Budget		(Col. 1)
	Description		
	Line		

IV. Unrestricted General Fund Revenues and Expenditures: 2012-13 Budget to Year-to-Date Actuals

	Revenues:				from a man fr
Ξ	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	43,882,288	43,882,288	47,497,980	108.2%
<u>-</u>	Other Financial Sources (Object 8900)			and design and the second seco	* 1 - Production of a facilitation would be production for the facilitation of the fac
F.3	Total Unrestricted Revenue (I.1 + I.2)	43,882,288	43,882,288	47,497,980	108.2%
J.	Expenditures:		manus photos and the same and t	The second secon	And the second s
	Unrestricted General Fund Expenditures (Objects 1000-6000)	44,292,249	44,292,249	44,133,669	%9.66
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)		0	Commence of the contract of th	ne en e
J.3	Total Unrestricted Expenditures (J.1 + J.3)	44,292,249	44,292,249	44,133,669	%9'66
7.	Revenues Over (Under) Expenditures (1.3 - J.3)	(409,961)	(409,961)	3,364,311	
اً	Adjusted Fund Balance, Beginning	2,841,740	2,841,740	2,800,420	
L.1	Fund Balance, Ending	2,431,779	2,431,779	6,164,731	
Σ	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	2.5%	2.5%		

V. Has the district settled any employee contracts during this quarter?

Yes/No? NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)	ng: (If multi-year settl	ement, p	rovide information fo	r all year	s covered.)			
Contract Period Settled	Management	ıt		Acad	Academic		Classified	
(Specify) 2011-12			Permanent		Temporary			
-	Total Cost Increase	*%	Total Cost Increase	*	Total Cost Increase	*%	Total Cost Increase	
a. SALARIES:				State of the state	Property of the second			į.
Year 1:		el l'autri a roy randron rendito	the desired states of the state		tra de mario memor escreta de altre persona mentre a proposar a montre montre de la composición del compos	Parent of Santana of same of	99,529	į
Year 2:					include and Communications on a second professional descriptions are supported by the common pages of the Communication of the Communic	Control and Communications on a second	114217	
Year 3:			A STANKE CONTRACTOR OF THE STANKE AND A STANKE OF THE STAN	-	The first with many managed and polytical to a second polytical po	Collinates acres de la filia	and the second deposition of the second systems and the second se	î
b. BENEFITS:		makenin i i oʻrka karana di oʻrang gipyaksi	The first contribute that the construction and institute the first that the construction of some configurations.		modern soft design of the second seco	Annual Colonial Colon	I delimentad de antimunção e el famou commit as como form je ja promagaço elec-	i
Year 1:		CO PARTICIONES DE CONTRACTOR D			er for free for the company of the company of the forest f	And Carolina Calden based specimen	enderfelde er en er i 150 men en mentere di sammen tela (marcy)-manus), pa meneren mener	}
Year 2:		erial en () con antalidad con de vocano.			er o santi i i i i i i i i i i i i i i i i i i	and the particular and the second	erik general der forstende der für der und gleiche verschaft und general gestallt general erne für für	ì
Year 3:		and the second s	the protect of their control of the		Topogramment with the contract of the contract	(le obten allonements agent	to describe the state of temperature of the state of the	Î

2% 1.67%

*

of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of funds (TRANs), issuance of COPs, etc.)?

Yes/No? YES

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

The first tranche of Proposition 39 bonds were issued in the quarter, approximately \$120,000,000.

VII. Does the district have significant fiscal problems that must be addressed?

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

The District went into stability in 12/13, but expects to be out of it in 13/14.

^{*} As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code. General fund apportionment revenue is sufficient to fund this increase through the end of the classified contract.