

AGENDA ITEM 7.(a)
MEETING DATE December 3, 2014

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

TO: Members of the Governing Board
SUBJECT: RESIGNATION TO RETIRE
REQUESTED ACTION: APPROVAL

SUMMARY

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Ignacio Rivera	Full-time Custodian 13 years of service at SCC	12/04/2014

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

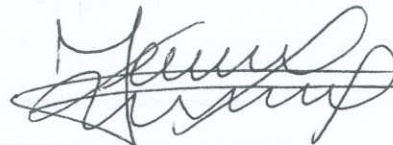
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTIONS HONORING THE RETIREMENTS OF
IGNACIO RIVERA AND JANE BERGER**

REQUESTED ACTION: APPROVAL

SUMMARY:

Ignacio Rivera has served the Solano Community College District with distinction as a Custodian in the Facilities Department since December 20, 2001. He is retiring after 13 years on December 4, 2014.

Jane Berger has served the Solano Community College District with distinction since September 29, 1992 when she began working as a full-time ESL/English Composition Instructor. She is retiring after 22 years on December 16, 2014.

Best wishes are extended to both Ignacio and Jane for a well-deserved retirement, with sincere thanks for their many contributions to Solano Community College.

Government Code: Board Policy: 4240 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

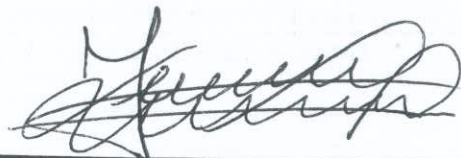
707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING**

IGNACIO "Ike" RIVERA

Whereas, Ignacio Rivera has served the Solano Community College District with distinction for 13 years, since December 20, 2001, when he began working as a Custodian;

Whereas, Ignacio Rivera served as Union Shop Steward for three years, representing his membership in the Operating Engineers/Stationary Engineers, Local 39 unit. He was described as a natural leader;

Whereas, Ignacio Rivera has always exhibited a sense of pride and professionalism in his work ethic providing the results required, making notable contributions to the custodial crew;

Whereas, Ignacio Rivera has always been dedicated to providing the highest levels of customer service, always ready to lend a hand with a positive attitude towards his work and co-workers;

Whereas, Ignacio Rivera volunteered his time to the Asian Pacific Islander (API) Club, supporting them with food for potlucks, known for his shrimp patties, further demonstrating his love and compassion for the students at Solano Community College;

Whereas, Ignacio Rivera also enjoys donating his time to a local Corvette Club and looks forward to having the time for even more involvement;

Whereas, Ignacio Rivera's family is closest to his heart, and is a loyal and trusted friend to many people inside and outside of the District; and

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

Resolved, That Ignacio Rivera will be greatly missed, and the Governing Board expresses its sincere appreciation for his considerable contributions to the College, and wishes him the best in his well-deserved retirement and future endeavors, effective December 4, 2014.

Passed and Adopted, This 3rd day of December 2014, by the Governing Board of the Solano Community College District.

Pam Keith, President

A. Marie Young, Vice President

Monica Brown

Sarah E. Chapman, Ph.D.

Denis Honeychurch, J.D

Michael A. Martin

Rosemary Thurston

Naser J. Baig, Student Trustee

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING**

JANE BERGER

Whereas, Jane Berger has served the Solano Community College District with distinction for 22 years since September 28, 1992, when she began working as a full-time ESL/English Composition Instructor;

Whereas, Jane Berger has served in various capacities during her career, including the establishment in 1993 and maintenance of the ESL Library Collection in the Solano College Library;

Whereas, Jane Berger worked on many projects through the years, such as the ESL portion of a Title III Grant; worked with 30 Latina students studying toward an ECE degree in a grant program between 1995-1997; worked with ESL colleague to create integrated-skills ESL courses, accelerating and streamlining progress for ESL students; wrote a mini-grant to computerize the ESL lab; and worked with students to create a YouTube ad for the Solano College ESL Program;

Whereas, Jane Berger has served on numerous hiring committees, the Flex Cal Committee and earlier iterations of the Student Equity Committee; and served multiple terms in the Academic Senate representing Liberal Arts;

Whereas, Jane Berger always exhibited a sense of pride and professionalism in her work ethic; always providing excellent results;

Whereas, Jane Berger has at all times been an ambassador for Solano Community College in the community and an advocate for the community college system; and

Whereas, Jane Bergrers' dedication and commitment to Solano Community College, always with enthusiasm for student success, has earned the respect of the community, the College staff, faculty, and students; now, therefore be it

Resolved, That Jane Berger will be sorely missed, and the Governing Board expresses its sincere appreciation for her considerable contributions to the College and wishes her the best in her well-deserved retirement and future endeavors, effective December 16, 2014.

Passed and Adopted, This 3rd day of December 2014, by the Governing Board of the Solano Community College District.

Pam Keith, President

A. Marie Young, Vice President

Monica Brown

Sarah E. Chapman, Ph.D.

Denis Honeychurch, J.D.

Michael A. Martin

Rosemary Thurston

Naser J. Baig, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION RECOGNIZING THE HONORABLE STEVE HARDY, MAYOR OF THE CITY OF VACAVILLE, CALIFORNIA, RESOLUTION NO. 14/15-15

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 14/15-15, recognizing the Honorable Steve Hardy, Mayor of the City of Vacaville, for his many contributions to Solano Community College, the city, and Solano County.

Government Code: Board Policy: Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

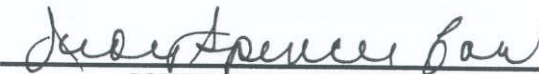
707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

November 21, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION RECOGNIZING
THE HONORABLE STEVE HARDY
MAYOR OF THE CITY OF VACAVILLE, CALIFORNIA**

RESOLUTION NO. 14/15-15

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8 **WHEREAS**, The Honorable Steve Hardy has been a resident of Vacaville for 27 years;

9
10 **WHEREAS**, Mayor Steve Hardy has been involved with many city of Vacaville
11 achievements during his tenure as Mayor of the city;

12 **WHEREAS**, Mayor Steve Hardy participated in the revitalization of the Nut Tree into a major
13 shopping area and revenue generator;

14
15 **WHEREAS**, Mayor Steve Hardy was successful in promoting the passage of Measure I, an
16 extension of the existing excise tax; and Measure M, a one-quarter cent sales tax;

17 **WHEREAS**, Mayor Steve Hardy collaborated with employee groups and residents to help
18 the city of Vacaville through difficult economic times;

19
20 **WHEREAS**, Mayor Steve Hardy guided the city through the demise of the city's
21 Redevelopment Agency;

22
23 **WHEREAS**, Mayor Steve Hardy oversaw construction of the city's Tertiary Treatment Plant,
24 the largest public works project in the city's history, amounting to one hundred and fifty million
25 dollars;

26 **WHEREAS**, Mayor Steve Hardy's involvement and support of the Vaca Select Committee, a
27 joint education and business alliance between the city, business, and education demonstrated his
28 support of Solano Community College and the value of educating the citizens of Solano County;

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION RECOGNIZING
THE HONORABLE STEVE HARDY
MAYOR OF THE CITY OF VACAVILLE, CALIFORNIA**

RESOLUTION NO. 14/15-15

(Continuing – Page 2)

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9 **WHEREAS**, The city of Vacaville, together with Solano Community College, believes that
10 community colleges are an invaluable economic engine driving the nation toward renewed and
11 sustained economic prosperity for all;

12
13 **WHEREAS**, Mayor Steve Hardy was successful in the recruitment of ICON Aircraft, Inc.,
14 to the city of Vacaville; and

15 **WHEREAS**, ICON's transfer of its manufacturing, sales, training, service, and corporate
16 headquarters to the city of Vacaville was great news for the Solano Community College District,
17 which will enhance and expand its aviation program and create a labor pipeline for ICON, and open
18 career possibilities for Solano Community College graduates and the economic growth for Solano
19 County;

20 **NOW THEREFORE BE IT RESOLVED**, That the Solano Community College District
21 Governing Board commends Mayor Steve Hardy for his dedication and commitment to the city of
22 Vacaville and his support of the College, and expresses its sincere appreciation for his considerable
23 contributions to the people he served as Mayor;

24 **BE IT FURTHER RESOLVED**, That the Solano Community College District Governing
25 Board wishes Mayor Steve Hardy the best in his well-deserved retirement and future endeavors,
26 effective December 9, 2014.
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION RECOGNIZING
THE HONORABLE STEVE HARDY
MAYOR OF THE CITY OF VACAVILLE, CALIFORNIA**

RESOLUTION NO. 14/15-15

(Continuing – Page 3)

PASSED AND ADOPTED, By the Governing Board of the Solano Community College District this 3rd day of December 2014, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

**PAM KEITH
BOARD PRESIDENT**

**JOWEL C. LAGUERRE, Ph.D.
SECRETARY**

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SET DATE, TIME, AND PLACE FOR ANNUAL ORGANIZATIONAL MEETING

REQUESTED ACTION: APPROVAL

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designates the Board meeting of December 17, 2014, as the annual organizational meeting of the Governing Board. The organizational meeting will be held at 7:00 p.m., in the Solano Community College Administration Building, Room 626, located at 4000 Suisun Valley Road, Fairfield, CA 94534-3197. At the annual organizational meeting, the Governing Board will:

1. Elect a President, Vice President, and appoint a Secretary for 2014-2015.
2. Establish the dates, times, and locations of the Governing Board meetings.
3. Select a representative to the Solano County School Boards Association.

It is recommended that the Governing Board approve the date, time, and place for the organizational meeting as set forth above.

Government Code: Board Policy: 1026 Estimated Fiscal Impact: \$ N/A
Educational Code Section 72000(c)(2)(A)

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

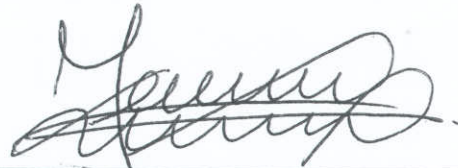
707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 21, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE
GOVERNING BOARD PROCEDURES**

REGULAR MEETINGS

Policy 1025

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
CALENDAR OF BOARD MEETINGS FOR 2015**

The Governing Board meets the first and third Wednesday of each month at 6:30 p.m., in the Board Room (626), of the Administration Building located at 4000 Suisun Valley Road, Fairfield, California. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent-President's Office and on the Solano College Web site: www.solano.edu.

January 21, 2015
February 4, 2015
February 18, 2015
March 4, 2015
March 18, 2015
April 1, 2015
April 15, 2015
May 6, 2015
May 20, 2015
June 3, 2015
June 17, 2015
July 15, 2015
August 5, 2015
August 19, 2015
September 2, 2015
September 16, 2015
October 7, 2015
October 21, 2015
November 4, 2015
November 18, 2015
December 2, 2015
December 16, 2015

The date for the Board Retreat to be determined.

JCL:js

BD MTG CAL.2015

Reviewed by Governing Board for Information: December 3, 2014

Approved by Governing Board: _____

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

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVES ACADEMIC YEAR 2015-2016

REQUESTED ACTION: APPROVAL

SUMMARY:

The Sabbatical Leave Committee recommends that the following instructors be granted Sabbatical Leaves for the 2015-2016 academic year:

- Corrine Kirkbride (Fall 2015)
- Jeanne Lorenz (Full-Academic Year 2015-16)
- Sandra Rotenberg (Spring 2016)
- Danielle Widemann (Spring 2016)

Government Code: 87767 Board Policy: Estimated Fiscal Impact: \$150,000
CEO 2013-14 Goal #4: Enhance Professional Development

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

Diane White, Interim Vice President
 Academic Affairs

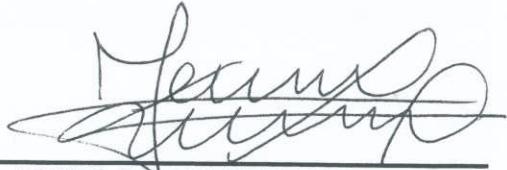
PRESENTER'S NAME
 360 Campus Lane, Suite 201
 Fairfield, CA 94534

ADDRESS
 707-864-7102

TELEPHONE NUMBER
 Academic Affairs

ORGANIZATION
 November 21, 2014

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President
 November 21, 2014

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SERVICES AGREEMENT BETWEEN THE CITY OF
FAIRFIELD AND SOLANO COLLEGE SMALL BUSINESS
DEVELOPMENT CENTER

REQUESTED ACTION: APPROVAL

SUMMARY:

This agenda item is to approve a services agreement between the City of Fairfield and Solano College Small Business Development Center to provide entrepreneurial and business assistance services to existing and potential Fairfield business owners. The scope of work shall include, but is not limited to technical assistance, seminars targeting Fairfield business, and business startup information.

This agreement may be canceled at any time by the city upon written notice.

A copy of the services 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 Workforce Development and Continuing Education.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 10,000 Revenue
BOT 2013-14 Goal: #3

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Thomas Watkins, Interim Dean
Workforce Development & Continuing Education

PRESENTER'S NAME

2002 North Village Parkway
Vacaville, CA 95688

ADDRESS

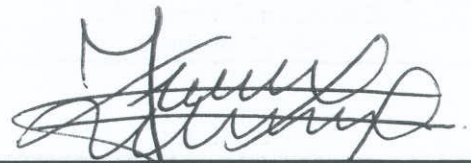
707-864-7140

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

November 21, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____ 2014 by and between the City of Fairfield, a municipal corporation (the "CITY") and Solano College Small Business Development Center ("CONSULTANT"), who agree as follows:

- 1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."
- 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." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."
- 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) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
- 7) TERM. The term of this Agreement shall be July 1, 2014 through June 30, 2015, renewing annually at the sole discretion of the CITY.

EXECUTED as of the day first above-stated.

CITY OF FAIRFIELD,
a municipal corporation

By: _____

SOLANO COLLEGE SMALL BUSINESS
DEVELOPMENT CENTER

By: _____

Jowel C. Laguerre Ph.D.
Superintendent/President

EXHIBIT "A"

SCOPE OF SERVICE

CONSULTANT shall provide entrepreneurial and business assistance services to existing and potential Fairfield business owners. CONSULTANT shall assist CITY in its continued efforts to focus on small business development issues. CONSULTANT will work cooperatively with the CITY to market seminars and other special events co-sponsored by the two agencies. CONSULTANT'S scope of work shall include, but not be limited to, the following:

- (a) FAIRFIELD-BASED TECHNICAL ASSISTANCE. A minimum of twelve (12) hours of technical assistance (e.g., business planning, insurance strategies, accounting, financing, marketing, and other small business development issues) will be available free of charge to Fairfield businesses and entrepreneurs per month. The assistance will include follow-up with clients to determine progress of business development.
- (b) SEMINARS FOR FAIRFIELD BUSINESSES. CONSULTANT shall provide the CITY a series of no less than three (3) seminars targeting Fairfield businesses. Said seminars are to be conducted by CONSULTANT during the fiscal year. The CITY will provide the location. The CONSULTANT will coordinate and market the seminars using small business consultants to present the seminars. Seminars will be 2 to 4 hours in length and cover topics that may include: Business Startup; Business Planning; Small Businesses Accounting and Finance; Access to Capital; E-Commerce; Human Resources; Marketing; Restaurant Management; Customer Service; and Selling to the Government.
 - i. Consultant will work with the City, FMSA, NTSBA and for businesses within the 80 to 80 corridor study area collaboratively to develop programming and a platform for existing restaurants and cottage industry food based start-ups to take their products to market utilizing small run contracts and relationships with local grocery outlets. We will deliver no less than 6 two hour courses that will facilitate achievement of these goals. If we can locate no-cost space the objective would be to host a four to six week "pop-up."
- (c) WHITE BOARD SESSION - CONSULTANT shall provide the CITY with at least one White Board Session where attendees will learn about new ideas about emerging businesses in the Fairfield area. After formalizing their thoughts, entrepreneurs "pitch" the idea to the audience in the hopes of receiving suggestions and connections to folks who might be able to assist. Anyone interested in business development, entrepreneurship, and expanding the economic impact in Fairfield is invited to attend.
- (d) LENDING PROGRAMS. CONSULTANT will work cooperatively with CITY'S "Revolving Loan Fund" program serving the Fairfield community. CONSULTANT will assist business owners who are seeking financing through the CITY'S Program. In addition, CONSULTANT will cooperate with CITY to provide assistance with loan review committees.

(e) COORDINATION WITH BUSINESS GROUPS. CONSULTANT will work cooperatively with the Fairfield Main Street Association, the North Texas Street Business Association (NTSBA), West Texas Street Businesses, the Chamber of Commerce and other local business agencies. CONSULTANT will provide presentations to local business organizations.

(f) BUSINESS START-UP INFORMATION. CONSULTANT will provide user friendly business start-up information for new and existing businesses in Fairfield. The materials will be offered on-site, free of charge, and will also be available at the CITY'S office.

(g) CLIENT STATUS REPORT. CONSULTANT will provide a quarterly report on the technical assistance provided to Fairfield clients to ensure that the milestones are being met. CITY will keep client information confidential.

(h) ANNUAL REPORT. CONSULTANT shall send to the CITY a copy of the Annual Report for CONSULTANT'S services, detailing the assistance provided by CONSULTANT to Fairfield businesses.

EXHIBIT "B"
PAYMENT

(1) CONTRACT PRICE. The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

CONSULTANT shall receive a fixed-fee amount of TEN THOUSAND DOLLARS (\$10,000.00) including staff time and any other reimbursable expenses.

(2) PAYMENT. At the end of each quarter, upon receipt of a quarterly report and successful completion of services itemized in (1) Description of Services, a payment of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) shall be made to CONSULTANT.

Payment shall be made to CONSULTANT:

Solano College Small Business Development Center
360 Campus Lane, Suite 102
Fairfield, CA 94534
(707) 864-3382
Attn: Kelly Penwell, Director

An invoice, not to exceed \$2,500.00 per quarter for Basic Services, shall be submitted along with the quarterly report to:

City of Fairfield Community Development Department
1000 Webster Street, Room 200
Fairfield, CA 94533-4836
(707) 428-7039
FAX 707-425-2594
Attn: Ken Cantrell

CONSULTANT shall provide a Tax Identification number or Social Security number to CITY for billing purposes. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the Community Development Department.

EXHIBIT "C"
GENERAL PROVISIONS

- 1) **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. 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 rendered pursuant to this Agreement.
- 2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT 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 his profession.
- 3) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.
- 4) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, 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, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- 5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- 7) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- 8) **CANCELLATION OF AGREEMENT.** This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT.

CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES (NOT APPLICABLE)

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, 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.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and 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, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) 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 or volunteers.
- iv) 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.
- v) 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.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

END OF AGREEMENT

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: PROPOSAL TO ESTABLISH AN ANDREW YOUNG
FOUNDATION CENTER AT THE VALLEJO CAMPUS OF
SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION: INFORMATION

SUMMARY:

Andrew Young Global Center of Vallejo (AYGCV) is a community-inclusive, youth-focused initiative aimed at developing a future workforce, which not only possesses market-relevant skills, but is engendered with a sense of social responsibility necessary to ensure the socioeconomic growth and well-being of the communities of Vallejo, California.

Working with school district officials and other community stakeholders, AYGCV will devise training to allow teachers to explore ways to integrate issues of social justice in their courses and allow students to explore the theory and practice of social justice in how they view and carry themselves, engage others, and serve as change agents for community transformation and growth. Activities will be implemented locally.

AYGCV would like to propose the possibility of establishing a foundation center at the Vallejo Center of Solano Community College.

Government Code: *Board Policy Estimated:* *Fiscal Impact:*

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

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

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

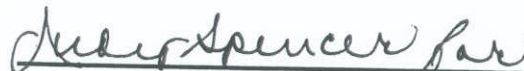
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 21, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



COMMUNITY STAKEHOLDER BRIEFING:

ANDREW YOUNG GLOBAL CENTER OF VALLEJO DEDICATED TO ACADEMIC EXCELLENCE AND SOCIAL JUSTICE

VISION AND BENEFIT TO COMMUNITY:

AIDING IN THE PROCESS OF RESURGENCE, REINVENTION, AND ECONOMIC GROWTH

Andrew Young Global Center of Vallejo (AYGCV) is a community-inclusive, youth-focused initiative aimed at developing a future workforce which not only possesses market-relevant skills but is engendered with a sense of social responsibility necessary to ensure the socioeconomic growth and well-being of the communities of Vallejo, California.

AYGCV builds from the lessons and legacy of Ambassador Andrew Young as a life-long advocate for civil rights and inclusive economic development, while leveraging efforts by local public officials, civic and business leaders, and residents to rebuild the area and restore public trust. Education is a centerpiece of that strategy and the AYGCV vision aligns with community efforts.

Our goal is to develop a dynamic partnership that succeeds in nurturing youth who earn high school diplomas, enter and graduate college, or fill and create high-growth jobs. Our broader vision is a partnership that succeeds in nurturing youth who see themselves as change agents in a larger, global effort for peace, prosperity, diversity, and inclusion.

FRAMEWORK AND PROGRAMMATIC ELEMENTS:

AUGMENTING THE WALL-TO-WALL ACADEMIES, BUSINESSES, AND LOCAL COMMUNITIES

The AYGCV employs a holistic, user-centered model to reach, engage and support students, teachers and administrators in the district's recently established Wall-to-Wall (W2W) academies. W2W, built around a college-career pathway, represents an innovative model of how to develop human and intellectual capital to address community needs. However, if communities are to remain competitive in an ever-changing global market, then both businesses and schools must be able to collaborate with interventions to address those changes. AYGCV helps to fill that gap by offering a suite of activities in three core areas:

- ✓ Student Development, including academic enrichment, mentoring, tutoring, leadership development, college and career exposure, internships and similar experiential learning.
- ✓ Curricular and Co-Curricular Development in the sciences, engineering, education, health, information technology, digital media, and other disciplines that complement the theme of the host W2W academy, while working with business, industry and local colleges to explore tracks that would be critical for near- and long-term career and college readiness.
- ✓ Educators, Community Partners, Business Leaders, and Administrative Staff Professional Development, providing these critical groups with an accessible and robust training vehicle to explore strategies to reach, engage, and graduate students based on positive reinforcement, as well as to increase staff abilities to provide sound management and responsible fiscal oversight.

UNIQUENESS OF DESIGN:

INTEGRATING ACADEMIC ENRICHMENT AND SKILLS TRAINING WITH SOCIAL JUSTICE

Integrated into each of AYGCV's core activities is a sustained focus on social justice. By social justice, we are referring to the active and conscious decision to promote a just society by challenging unfair and unequal treatment and distribution of resources, valuing diversity, and promoting inclusion. Social Justice has and continues to be a defining characteristic and principle of the Andrew Young Foundation and this philosophy will be integrated into all activities under the AYGCV effort.

Working with school district officials and other community stakeholders, AYGCV will devise training to allow teachers to explore ways to integrate issues of social justice in their courses and allow students to explore the theory and practice of social justice in how they view and carry themselves, engage others, and serve as change agents for community transformation and growth. Activities will be implemented locally, as well as at the Andrew Young Foundation and at historic sites in the city of Atlanta where the Andrew Young Foundation is located. These sites include, but are not limited to, the Martin Luther King, Jr. Center for Nonviolent Social Change and the newly established National Center for Civil & Human Rights.

PROGRAM PLANNING AND DEVELOPMENT

AYGCV is a 10-year initiative with a Phase I component to support program planning and infrastructure development. A planning team, to be comprised of a representative cross-section of community stakeholders, will lead Phase I efforts.

The planning team will be led by Andrea Young, Esq., Executive Director of Andrew Young Foundation, in partnership with Dr. Melvinia Turner King, Chief Executive Officer of MTK & Associates. Ms. Young brings a wealth of experience and expertise as an attorney advocating civil and human rights, college instructor, scholar and author, while Dr. King leverages her past experiences as a local business owner in Vallejo, Oakland and Los Angeles and her role in building global interdisciplinary programs at the Atlanta, Georgia-based Morehouse College and the University of San Francisco.

NEXT STEPS

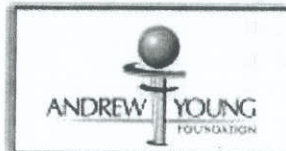
We seek to engage the community to elicit comments and observations about the plan and to include those perspectives in the planning document. We are also using these opportunities to identify individuals who might participate in a Stakeholder retreat to develop the framework for a Strategic Plan, inclusive of critical program details, benchmarks, timeline and required resources.

For more information: Dr. Melvinia T. King, MTK & ASSOCIATES

Melvinia.T.King@gmail.com

Visit Andrew Young Foundation

<http://www.andrewyoungfoundation.org>



AGENDA ITEM 9.(b)
MEETING DATE December 3, 2014

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

TO: Members of the Governing Board
**SUBJECT: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC)
MEASURE Q BOND QUARTERLY PROGRESS REPORT**

REQUESTED ACTION: INFORMATION

SUMMARY:

A Quarterly Report is prepared for the Citizens Bond Oversight Committee (CBOC) and includes recent design and construction activity, a financial summary, and an overview of the Bond program. The latest version is dated December 1, 2014 and is presented for Board information.

The report covers the Measure Q activity between August 1, 2014 and October 30, 2014.

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

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

(707) 863-7855

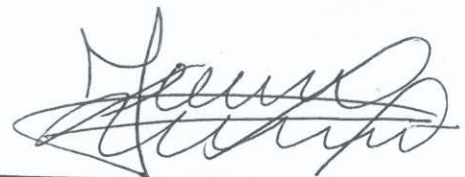
TELEPHONE NUMBER

Administration

ORGANIZATION

November 21, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 21, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**