

AGENDA ITEM 11.(b)
MEETING DATE September 17, 2014

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

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

EMPLOYMENT 2014-2015

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Danielle Gonzalez	Administrative Assistant III (Range 13/Step 1)	09/29/14
David Moreno	Grounds Maintenance Technician (Range 10/Step1)	09/18/14

Short-term/Temporary/Substitute

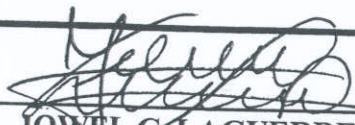
<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Isabel Anderson	Basic Skills Curriculum Dev.	310A Lab Summer Curriculum Design	07/01/14 – 12/31/14	\$54.56 hr.
Joyce Averett	CNA Skills Instructor	Perkins – Curriculum Dev/Instr.	07/01/14 – 06/30/15	\$58.60 hr.
Angela Buford	Administrative Assist. II	General Fund	08/25/14 – 09/12/14	\$16.56 hr.
Monica Bustos	Athletic Academic Instructional Lab. Assist.	Basic Skills Grant	08/01/14 – 12/20/14	\$15.26 hr.

Wade Larson, D.M.

Associate Vice President, Human Resources

September 5, 2014

Date Submitted


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

September 5, 2014

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 September 17, 2014
 Page 2

Short-term/Temporary/Substitute – continued:

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Catherine Cyr	Sim Center/Clinical/ Special Project	Enrollment Growth Grant	08/15/14 – 06/30/15	\$66.67 hr.
Sarah Donovan	1 st Yr. Experience	1 st Yr. Exp. Funding – Strategic Proposal	08/12/14 – 06/30/15	\$66.67 Hr.
Ashley Eliasson	Assistant Softball Coach	Athletic General Fund Unrestricted	08/13/14 – 12/20/14	\$16.66 hr.
Vitalis Enemmuo	Sim Center/Clinical/ Special Project	Enrollment Growth Grant	08/15/14 – 06/30/15	\$58.89 hr.
Vitalis Enemmuo	C.N.A.	Perkins – Curriculum Dev/Instr.	09/01/14 – 05/31/15	\$64.33 hr.
John Frisch	Hourly Assistant Athletic Trainer	General Fund Unrestricted	07/01/14 – 06/30/15	\$18.50 hr.
Amanda Gearhart	STP-SCC Transport. Program Assistant	STP-SCC Transportation Program	09/15/14 – 06/30/15	\$9.00 hr.
Renee Hamlin	SI Leader/Instructional Assistant	Strategic Proposal – Supplemental Instruction	08/11/14 – 05/31/15	\$16.56 hr.
Jon Harris	Athletic Academic Instructional Lab. Assist.	Basic Skills Grant	08/01/14 – 12/20/14	\$15.21 hr.
Priscilla Hernandez-Neil	CalWORKs	Temporary Assistance to Needy Families	08/12/14 – 06/30/15	\$58.60 hr.
Paul Hidy	Curriculum Dev, Advisory Committee, Outreach & Research	SB-70/ARFVTP Grants 50/50 Split not to exceed total of 96 hrs.	08/21/14 – 11/30/14	\$66.67 hr.
Sheila Johnson	Registration Aide	General Fund Unrestricted	07/01/14 – 06/30/15	\$11.00 hr.
Myra Kargbo	C.N.A.	Perkins	09/01/14 – 05/31/15	\$54.57 hr.
Corrine Kirkbride	1 st Yr. Exp. Work	1 st Yr. Exp. Funding – Strategic Proposal	07/01/14 – 06/30/15	\$62.64 hr.
Jeffrey Kissinger	Welding Curriculum Dev.	TAACCCT Grant not to exceed 48 hours	08/21/14 – 12/21/14	\$54.56 hr.
Marivic Macalino	Sim Center/Clinical / Special Project	Enrollment Growth Grant	08/15/14 – 06/30/15	\$50.53 hr.
Rickie Mark	Custodian	General Fund	09/04/14 – 06/30/15	\$12.03 hr.
Samuel McKinney	Laundry Services	General Fund	09/18/14 – 06/30/15	\$19.30 hr.
Julie Martinez	Student Svcs Assist.II (Extra Hours)	General Fund Unrestricted	07/28/14 – 08/30/14	\$22.53 hr.
Nancy Moore	Athletic Academic Instructional Lab. Assist.	Basic Skills Grant	08/01/14 – 12/20/14	\$15.21 hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 September 17, 2014
 Page 3

Short-term/Temporary/Substitute – continued:

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Terrie Moore – Harper	Sim Center/Clinical / Special Project	Enrollment Growth Grant	08/15/14 – 06/30/15	\$46.49 hr.
Todd B. Moore	Adjunct Instructor/Fire Academy	General Fund Unrestricted	07/01/14 – 12/31/14	\$58.60 hr.
Susan Nygard (Sandi)	Athletic Academic Instructional Lab. Assist.	Basic Skills Grant	08/01/14 – 12/20/14	\$15.21 hr.
Robert Payawal	Supplemental Instruction Leader	Strategic Proposal – Supplemental Instruction	08/11/14 – 05/19/15	\$16.56 hr.
Stephanie Rice	Children’s Program Assist.	CSPP-Administration	08/13/14 – 06/30/15	\$14.58 hr.
Charles Rieger	Dean, Workforce Development	Workforce Dev. & Cont. Ed.	08/01/14 – 10/31/14	\$55.00 hr.
Tonya Robinson	C.N.A.	Perkins	09/01/14 – 05/31/15	\$60.62 hr.
Daniel Isiah Romero	Athletic Academic Instructional Lab. Assist.	Basic Skills Grant	08/01/14 – 12/20/14	\$15.21 hr.
Dan Ulrich	Curriculum Dev., Outreach & Research	SB-70 Grants not to exceed total of 20 hrs.	08/21/14 – 11/30/14	\$54.57 hr.
Michael Wyly	Academic Senate President	General Fund Unrestricted	07/01/14 – 08/13/14	\$62.64 hr.
Dmitry Yandulov	Open Lab Hours	Chemistry Open Lab Hrs. for Students	08/13/14 – 12/16/14	\$69.25 hr.
Michael Zichichi	Adjunct Instructor/Fire Academy	General Fund Unrestricted	07/01/14 – 12/31/14	\$54.56 hr.

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Natalie Bradley	Nursing Student Success Expert	08/28/14 -06/30/15	\$65.00 hr.

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Derel Albright	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
John H. Allison	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Cheyenne Dana	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Heather Deanda	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Aldwin Donaldo	School of Health Sciences	EMT Basic Skills for Fall 2014 & Spring 2015
Heidi Donaldo	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Kyle Dubs	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014

GRATUITOUS SERVICE – continued:

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
QT Freytag	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Pam Graham	School of Health Sciences	EMT Skills Activities for Spring & Fall 2014
Linelu Messenger	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Angela Modrich	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Kathleen Modrich	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Ryan Morrison	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Jason Pfister	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
F. Nick Scholl	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Melinda Shipman	School of Health Sciences	EMT Basic Skills for Spring & Fall 2014
Richard Stewart	School of Health Sciences	EMT Basic Skills for Fall 2014 & Spring 2015

AGENDA ITEM 11.(c)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Academic Affairs
Diane White, Interim Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Carolyn E. Johnson	Small Business Knowledge Communities Convener for the East Bay and North Bay region	September 18, 2014 – June 30, 2015	Not to exceed \$4,500.00

Campus Police
Eric Thelen, Chief

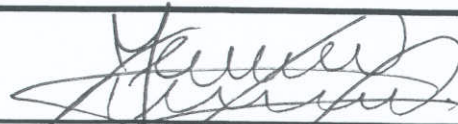
Tania Gay	Perform parking enforcement, office support and data entry.	July 1, 2014 – June 30, 2015	Not to exceed \$22,000.00
-----------	---	------------------------------	---------------------------

Yulian I. Ligioso

Vice President, Finance and Administration

September 5, 2014

Date Submitted



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

September 5, 2014

Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

08/11/2014	Vendor Payment	2511056457	\$84,720.00
08/11/2014	Vendor Payment	2511056458	\$1,821.77
08/11/2014	Vendor Payment	2511056459-2511056461	\$7,160.70
08/11/2014	Vendor Payment	2511056462-2511056520	\$190,478.10
08/18/2014	Vendor Payment	2511056521-2511056976	\$71,633.74
08/18/2014	Vendor Payment	2511056977	\$375.19
08/18/2014	Vendor Payment	2511056978-2511056982	\$49,686.15
08/18/2014	Vendor Payment	2511056983-2511056985	\$27,184.30
08/18/2014	Vendor Payment	2511056986-2511056989	\$4,990.41
08/18/2014	Vendor Payment	2511056990-2511057057	\$177,802.24
08/25/2014	Vendor Payment	2511057058-2511057179	\$771,836.49
08/25/2014	Vendor Payment	2511057180	\$10,590.00
08/25/2014	Vendor Payment	2511057181-2511057186	\$1,049,870.26

CONTINUED ON NEXT PAGE:

Government Code: Board Policy: 3240 Estimated Fiscal Impact: \$3,095,402.35
ECS 70902 & 81656

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

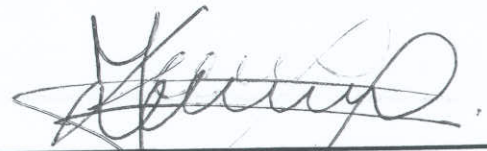
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

September 5, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

September 5, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

08/25/2014	Vendor Payment	2511057187-2511057191	\$96,877.04
08/25/2014	Vendor Payment	2511057192-2511057195	\$89,043.56
08/26/2014	Vendor Payment	2511057196-2511057258	\$162,394.14
08/29/2014	Vendor Payment	2511057259-2511057541	\$44,187.40
09/02/2014	Vendor Payment	2511057542-2511057543	\$126,317.64
09/02/2014	Vendor Payment	2511057544	\$38,599.56
09/02/2014	Vendor Payment	2511057545-2511057612	<u>\$89,833.66</u>
		TOTAL	\$3,095,402.35

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.

AGENDA ITEM 11.(e)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT WITH DANNIS WOLIVER
KELLY (DWK), LEGAL SERVICES AND
CONSTRUCTION ATTORNEYS FOR MEASURE G AND
MEASURE Q BONDS**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to amend the previously approved agreement with DWK for construction counsel related to Measure G and Measure Q Bonds. Services will include legal services in all construction related matters, including, but limited to: real estate purchase and lease agreements, public contract code interpretation, contract review and development, negotiation and representation in meetings as necessary and other matters related to execution of Measure G and Measure Q Bonds.

This contract amendment is to provide continuing legal services for the fiscal year 2014/2015 in the amount not to exceed \$100,000.

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

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$82,000 Measure Q Funds</i> <i>\$18,000 Measure G Funds</i>
-------------------------	----------------------	---

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

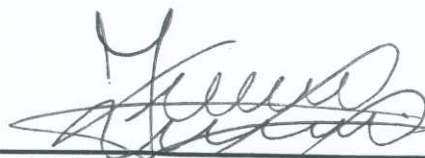
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(f)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TRINITY ECMS INC., FOR
MAINTENANCE OF DISTRICT HVAC AND ENERGY
MANAGEMENT CONTROLS SYSTEM**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to Trinity ECMS Inc., to provide maintenance service to the District's energy management systems. Requests for Qualifications & Proposals were issued in February 2014, and on April 4, 2014, the District received four (4) Statement of Qualifications and Proposals. The Selection Committee evaluated each respondent based on qualifications and cost proposal requirements set forth in the Request for Qualifications and Proposals document. The Committee shortlisted the top two qualified firms. The Selection Committee recommends Trinity ECMS Inc., as the contractor to provide service.

The total fee for this contract is \$15,000.00.

Attached is the contract for review.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$15,000

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Dwight Calloway, Director
Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

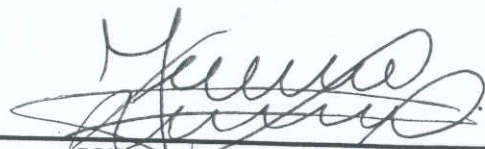
TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

September 5, 2014

DATE SUBMITTED TO


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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

July 30, 2014

**Solano Community College
Energy Management Controls System Service Agreement**

Trinity EMCS Inc. is pleased to offer **Solano Community College** a Service Agreement with one of the following options: 3-Year Monthly Service Agreement, 1-Year Monthly Service Agreement (12 on site visits) or 1-Year Bi-Monthly Service Agreement (6 on site visits) per year.

With each visit you will receive the following services:

- Qualified Controls Specialists to perform service on EMCS/BAS
- Training on EMCS during each site visit as requested
- Discounted labor rate for all work performed by Trinity EMCS Inc.
- 15% discount on all parts purchased through Trinity EMCS Inc.
- Technical Support (during normal business hours)
- Priority on-site service
- Emergency job data backup archived on site and at Trinity EMCS Inc.
- Discounted multi-year coverage pricing as requested

Trinity EMCS Inc. will assign a Controls Account Manager to manage your account. Upon award of this contract he will be performing the site service visits. If there are technical questions during the month he will be the primary person providing remote technical support and performing Time & Material work.

During each site visit your Controls Account Manager will meet with your building engineers and technicians and determine what issues need to be addressed during his service time at your facility. He will work closely with your engineer(s) to understand the problems or issues and find a solution. He will fix the problems during his service visit if possible. Any issues or problems that can not be resolved during his service visit will be addressed to the designated building engineer. After all issues are resolved he will perform routine maintenance on your Energy Management Control System.



**Solano Community College
Energy Management Controls System Service Agreement**

Pricing for different Options:

3-Year Monthly Service Agreement: This contract provides a 15% reduction in material costs, a reduced service labor rate, remote technical support, priority on-site service, exclusive sales and Twelve (12) on-site preventive maintenance visits per year for 6 hours per visit.

Total Cost 1 st Year:	\$ 13,800 / year
Total Cost 2 nd Year:	\$ 14,004 / year
Total Cost 3 rd Year:	\$ 14,208 / year

1-Year Monthly Service Agreement: This contract provides a 15% reduction in material costs, a reduced service labor rate, remote technical support, priority on-site service, exclusive sales and Twelve (12) on-site preventive maintenance visits per year for 6 hours per visit.

Total Cost:	\$ 14,208 / year
-------------	-------------------------

1-Year Bi-monthly Service Agreement: This contract provides a 15% reduction in material costs, a reduced service labor rate, technical support, priority on-site service, exclusive sales and Six (6) on-site preventive maintenance visits per year for 6 hours per visit.

Total Cost:	\$7,110 / year
-------------	-----------------------

TRINITY EMCS^{LLC}

Solutions for Building Automation

Sample of Energy Management Controls System Inspection Form:

System Information	
System Warranty Information Available:	Yes / No Notes:
Windows Operating System Type/ SP#:	
System Memory:	
System Speed:	
System Available Hard Disk Space:	
Antivirus Software Type:	
Removable Media Type:	
Modem Type and Phone Number:	
COM Port Configuration:	
DDC Front End	
Software Version:	
Verify communication with Remote Sites:	
Review Trendlogs:	
Review User Activity Log:	
Review User Passwords and Privileges:	
Auto Log Out Enabled (as needed):	
Investigate Points in Alarm:	
Review Customer SITE LOG for Action Items:	
Verify Site Communications – note any non-communicating devices:	
System Controller	
System Controller Type:	
Chip Version:	
Ethernet Adapter:	
ROC File Version:	
Verify DDC is Running:	
Verify Date and Time Settings:	
Verify Daylight Savings Setup:	
Check Global Controller Battery for Recommended Replacement (material not included):	
Unitary Equipment	
Verify Htg/Clg attained temps are within range – note and investigate any irregularities found:	
System Operations	
Check for Operational Deficiencies:	
Identify Energy Efficiency Improvements:	
Additional Services	
On Site Training – Operator Level / Field Troubleshooting Level / Other	
Notify Customer of Sales and Promotions	
Emergency Data Backup	
Job Data Backup – 2 copies (one for Customer and one for Trinity Secure Server)	



Energy Management Controls System Service Agreement

Terms & Payment:

1. This agreement shall begin on the 1st day of _____ and shall remain in force and effect for a period of one year and from year to year thereafter until cancelled.
2. This agreement may be cancelled by either party giving written notice not less than 30 days prior to any anniversary date of this agreement.
3. For services not covered in this agreement but performed by Trinity EMCS Inc. upon your authorization, you agree to pay Trinity EMCS Inc. at the labor rates listed below.
4. This agreement is subject to increases in labor rates at the end of each year.
5. By entering into this agreement you agree to pay any applicable taxes as required.
6. All after hour's service calls requiring an on-site visit will have a minimum billing of four hours.
7. Any changes made to this agreement must be approved in writing by an authorized Trinity employee.

Labor Rates:

	2015 Service Agreement Labor Rates	2015 Standard Labor Rates (Non- Service Agreement Customers)
Normal Business Hours 7 am – 4 pm	\$ 130	\$ 165
Nights & Weekends	\$ 195	\$ 245
Holidays	\$ 245	\$ 300
Technical Support Normal Business Hours	No Charge	\$ 155 per instance
Technical Support Non-Business Hours	Only available on 24/7 Contracts	Not Available

This agreement when accepted in writing below or by issue of payment shall constitute the entire agreement between us. All prior agreements are superseded.

Customer Name

Trinity EMCS Inc.

Customer Signature

Trinity EMCS Inc. Signature

Date

Date

AGENDA ITEM 11.(g)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board

SUBJECT: APPROVAL OF THE GEOTECHNICAL SERVICES POOL
OF PROFESSIONAL SERVICE FIRMS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the pool of qualified geotechnical services firms to provide professional services under Solano CCD Capital Improvement Program. The Request for Qualifications (RFQ) was issued on August 6, 2014, and on August 26, 2014, District received 10 Statements of Qualifications (SOQs) in response to RFQ #15-004. Of the 10 submissions received, all were deemed responsive and were evaluated by a selection committee. Of the 10 SOQs reviewed, the Committee is recommending that the attached list of 6 firms be included in the pool.

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

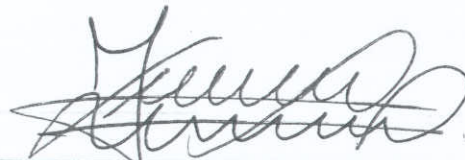
ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**RECOMMENDED FIRMS TO BE INCLUDED
IN THE GEOTECHNICAL SERVICES POOL
PER RFQ #15-004
SOLANO CCD CAPITAL IMPROVEMENT PROGRAM**

In alphabetical order:

- 1. BSK ASSOCIATES**
- 2. CORNERSTONE EARTH GROUP**
- 3. KC ENGINEERING**
- 4. NEIL O. ANDERSON AND ASSOCIATES**
- 5. NINYO & MOORE**
- 6. WALLACE KUHL & ASSOCIATES**

AGENDA ITEM 11.(h)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
NORTHERN CALIFORNIA CAREER PATHWAYS
ALLIANCE AND SOLANO COMMUNITY COLLEGE
DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District hereafter identified as (SCCD) and Northern California Career Pathways Alliance, hereafter identified as (NCCPA), is being presented to the Governing Board for approval.

The financial MOU sets forth the terms under which the Partners will work together as a regional consortium to distribute and utilize the funding provided by California Career Pathways Trust Grant - AB 86.

The NCCPA is composed of local educational agencies, community college districts, and business partners as listed in the NCCPA Partnership Agreement. SCCD will receive \$773,367 in funding to pay for grant deliverables during the course of four years.

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 Board Policy: 3520 Estimated Fiscal Impact: \$773,367.
CEO 2013-14 Goals: 5

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

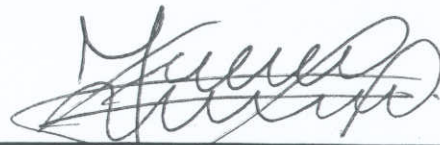
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Northern California Career Pathways Alliance Partnership Agreement

THIS PARTNERSHIP AGREEMENT ("Agreement") is between the Sonoma County Office of Education ("SCOE"), Marin County Office of Education, Mendocino Office of Education, Lake County Office of Education, Solano County Office of Education, Napa County Office of Education, collectively referred to as the "Secondary Partners"; Mendocino-Lake Community College District, Marin Community College District, Napa Valley Community College District, Sonoma County Community College District, Solano County Community College District, collectively referred to as the "Postsecondary Partners"; Sonoma County Workforce Investment Board, Marin County Workforce Investment Board, Mendocino County Workforce Investment Board, Napa/Lake County Workforce Investment Board, Solano County Workforce Investment Board, collectively referred to as the "Workforce Investment Board Partners", which shall collectively as a whole be referred to as the "Partners."

THE PURPOSE of this non-financial Agreement is to set forth the terms under which the Partners will work together to administer and operate the Northern California Career Pathways Alliance ("NCCPA") as a regional consortium under the California Career Pathways Trust Grant – AB 86 ("Grant").

The NCCPA will be comprised of the local educational agencies, community college districts, and business partners, listed above, with the intent of providing an integrated, community-sustained, K-16 career pathways system, as further described in the attached Grant application.

SCOE will act as the lead agency and fiscal agent for the NCCPA and will apply for the Grant on behalf of the NCCPA.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereto agree as follows:

- A. **Term.** This Agreement shall become effective upon the last dated signature hereto and shall remain in force until all Grant obligations have been satisfactorily met or the Partners enter into a subsequent MOU, as set forth in Section F below, which supersedes this Agreement.
- B. **SCOE Responsibilities.** SCOE, as lead agency and fiscal agent, shall ensure compliance with the following requirements:
 - 1. Prepare and submit all necessary plans, applications and fiscal reports to the California Department of Education, as required under the Grant;
 - 2. Receive and administer the Grant in accordance with all Grant requirements;
 - 3. Ensure that all Partners provide the required services under this Agreement; and
 - 4. Oversee and administer all services provided under the Grant pursuant to this Agreement.

C. **Secondary Partner Responsibilities.** Each NCCPA Secondary Partner, including SCOE, shall individually ensure compliance with the following requirements:

1. Commit to fully implementing the NCCPA;
2. Develop a strong collaboration, through formal agreements, with postsecondary, business, and other community partners;
3. Develop a formal decision-making structure, including identifying key leaders from each sector;
4. Recruit a student cohort broadly representative of the overall school population, including students with special needs for enrollment in the career pathway;
5. Identify potential school leaders who have demonstrated the ability to drive student outcomes; can provide the leadership skills essential for NCCPA success; and can integrate high school, college, and work-based learning experiences;
6. Provide dedicated staff to work in the NCCPA who have the authority to coordinate with the NCCPA Postsecondary Partners on the Partner's behalf;
7. Work with higher education, workforce development entities, and industry partners to develop seamless transitions for students into postsecondary education, employment, and/or training;
8. Work with the Partners to establish opportunities for all students to accelerate into community college courses while still in high school;
9. Work with the Partners to establish opportunities for all students to participate in appropriately sequenced work-place experiences to make informed choices among postsecondary options;
10. Work with the Partners to establish opportunities for all students to develop personal dispositions such as time management, collaboration, problem-solving, leadership, study skills, communication, and analytical skills, which are required for success in the workplace;
11. Provide relevant and ongoing professional development for administrators, and all participating teachers/instructors, including support and frequent opportunities for reflection and collaboration during the school year;
12. Maximize available funding streams, in addition to the Grant, to support the needs of participating students within the career pathway;
13. Identify a representative to participate in the statewide Grant Network meetings, and become a member of the virtual learning community to share expertise and experiences on the development of career pathways programs, as well as pertinent resources, tools, and strategies;
14. Collect, analyze, and submit data to a data collection repository administered by an entity designated by the California Department of Education; and
15. Any other tasks agreed upon between the NCCPA partners.

D. **Postsecondary Partner Responsibilities.** Each NCCPA Postsecondary Partner shall individually ensure compliance with the following requirements:

1. Develop a strong collaboration, through formal agreements, with secondary, business, and other community partners;

2. Identify appropriate credit-bearing college courses and dual enrollment courses in a career pathway to prepare students to enter postsecondary without need for remediation;
3. Collaborate with NCCPA Secondary Partners to align instruction for college and high school courses, ensuring the appropriate level of rigor, leveraging dual enrollment, and credit recognition;
4. Collaborate with high school faculty to ensure that course content will prepare students for college level work;
5. Negotiate agreements with participating secondary agencies to support dual enrollment and early admission to aligned pathway programs;
6. Collaborate with the NCCPA Business Partners to align college coursework with relevant technical skills and workplace competencies, as defined by industry;
7. Maintain student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
8. Commit to maximize available funding streams, in addition to the Grant, to support the needs of participating students;
9. Designate a point-person to work with NCCPA who has the authority to coordinate with the NCCPA Secondary Partners;
10. Leverage, connect and build upon existing investments in education and workforce development; and
11. Any other tasks agreed upon in advance between the NCCPA partners.

E. **Workforce Investment Board Partner Responsibilities.** Each NCCPA Workforce Investment Board Partner agree to collaborate with secondary, postsecondary and other community partners to:

1. Align workforce development, education, and employer needs for greater impact on economic vitality, job creation, and career and training opportunities in their perspective counties.
2. Identify training and educational barriers that hinder job creation; identify skill gaps that contribute to the lack of local business competitiveness; encouraging business partners to help lead demand-driven sector strategies through joint planning, competency and curriculum development; and determining appropriate lengths of training.
3. Assist with creation and sustainment of industry input mechanisms to advise and collaborate with education, training and workforce development partners while representing the workforce needs and interests of the key industry sectors in their respective counties.
4. Assist in the identification of courses, certificate and degree programs needed to meet industry workforce needs focused on a) basic employability skills and b) job specific skills for key industry sectors in that county.
Include NCCPA Partners in industry career promotional and recruitment events in their county and region.

F. **Memorandum of Understanding.** If the NCCPA is awarded the Grant, the Partners shall enter into a Memorandum of Understanding setting forth the terms and conditions regarding NCCPA's administration, operation, and funding, including but not limited to the distribution of funds among the Partners in alignment with the five year Grant Budget.

- G. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- H. **No Employment Rights.** Each party's agents, servants, volunteers, students and employees shall be under the exclusive management control of that party and shall not be agents, servants, volunteers, students or employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.
- I. **Non-Discrimination.** Each party and its employees shall not discriminate because of sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the Partners under this MOU.
- J. **Assignment.** This Agreement or any interest herein shall not be assignable by the Partners or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.
- K. **Dispute Resolution.** In case of any disputes among themselves, the Partners are obliged to work towards an amicable settlement. Disputes will be referred to the appointed NCCPA member for resolution. If efforts to achieve an amicable settlement should fail, the Partners are obliged to seek an out-of-court non-binding arbitration procedure.
- L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Notice to Sonoma COE:

Director of Career Development &
Workforce Preparation Services
5340 Skylane Blvd.
Santa Rosa, CA 95403
sjackson@scoe.org

Notice to Mendocino COE: CTE Director
2240 Old River Road
Ukiah, CA 95482-6156
daseltyne@mcoe.us

Notice to Marin COE: ROP Coordinator
1111 Las Gallinas Avenue
P O Box 4925
San Rafael, CA 94913-4925
dzaich@marin.k12.ca.us

Notice to Lake COE: Senior Director, Human Resources &
Designated Services
1152 South Main Street
Lakeport, CA 95453
bfalkenberg@lakecoe.org

Notice to Solano COE: Human Resources/Workforce Development &
Public Information
5100 Business Center Drive
Fairfield, CA 94534-1658
jharden@solanocoe.net

Notice to Napa COE: Director of College & Career Readiness
2121 Imola Avenue
Napa, CA 9559-3625
tholloway@napacoe.org

Notice to Mendocino-Lake Community College District:
Dr. Susan Goff, CTE Dean
1000 Hensley Creek Road
Ukiah, CA 95482
sgoff@mendocino.edu

Notice to Marin Community College District:
Nanda Schorske, Executive Dean Indian Valley Campus
Workforce & Economic Development
1800 Ignacio Blvd.
Novato, CA 94949
Nanda.schorske@marin.edu

Notice to Napa Valley Community College District:
Beth Pratt, Associate Dean
Economic & Workforce Development Grants & Programs
2277 Napa-Vallejo Hwy
Napa, CA 94559

EPratt@napavalley.edu

Notice to Sonoma County Community College District:

Jerald Miller
Dean, Career & Technical Education & Economic Develop.
1501 Mendocino Avenue
Santa Rosa, CA 95401
jmillier@santarosa.edu

Notice to Solano County Community College District:

Deborah Mann
Director of Workforce Training and Grant Management
4000 Suisun Valley Road
Fairfield, CA 94534
Deborah.Mann@solano.edu

Notice to Sonoma County Workforce Investment Board:

Sherry Alderman, Director
2227 Capricorn Way, Suite 100
Santa Rosa, CA 95407
salderma@schsd.org

Notice to Mendocino County Workforce Investment Board:

Dottie Deerwester, Chairperson
631 S. Orchard Ave
Ukiah, CA 95482
www.mendowib.org

Notice to Marin County Workforce Investment Board:

Racy Ming, Director
120 N. Redwood Drive
San Rafael, CA 94903
rming@marincounty.org

Notice to Napa/Lake County Workforce Investment Board:

Bruce Wilson, Director
650 Imperial Way, Suite 101
Napa, CA 94559
Bruce.Wilson@countyofnapa.org

Notice to Solano County Workforce Investment Board:

Robert Bloom, President
320 Campus Lane
Fairfield, CA 94534
rbloom@solanowib.org

- M. **Amendments.** The Partners agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or

rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

- N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Sonoma County, California and no other place.
- O. **Representation by Counsel.** Partners understand and are aware that School and College Legal Services of California provide legal advice and services to some of the Partners on this and other matters. Each Partner has no objection to the representation of the other Partners in the formation and implementation of this Agreement by the same legal counsel.

Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

SONOMA COUNTY OFFICE OF EDUCATION

[Name & Position] Date

MENDOCINO COUNTY OFFICE OF EDUCATION

[Name & Position] Date

LAKE COUNTY OFFICE OF EDUCATION

[Name & Position] Date

SOLANO COUNTY OFFICE OF EDUCATION

[Name & Position] Date

NAPA COUNTY OFFICE OF EDUCATION

[Name & Position] Date

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

[Name & Position] Date

MARIN COMMUNITY COLLEGE DISTRICT

Dr. David Wain Coon, Superintendent/President Date

MARIN COUNTY OFFICE OF EDUCATION

[Name & Position] Date

SOLANO COMMUNITY COLLEGE DISTRICT

[Name & Position] Date

NAPA VALLEY COMMUNITY COLLEGE DISTRICT

[Name & Position] Date

SONOMA COUNTY COMMUNITY COLLEGE DISTRICT

[Name & Position] Date

SONOMA COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position] Date

MENDOCINO COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position] Date

NAPA/ LAKE COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position]

Date

SOLANO COUNTY WORKFORCE INVESTMENT BOARD

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

TO: Members of the Governing Board

SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN BAY AREA CLEAN WATER AGENCIES AND
SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

This addendum is to a contract approved between Solano Community College District, hereafter identified as "SCCD" and the Bay Area Clean Water Agencies, hereafter identified as "BACWA". The addendum is in place to provide an additional fall 2014 class, WATER 121, Collections Systems Maintenance, for Bay Area Consortium for Water and Wastewater Education, hereafter identified as BACWWE, students and partners. The original contract was for \$77,500, and was Board approved on August 20, 2014.

This Addendum between SCCD and BACWA is for thirteen thousand five hundred dollars (\$13,500).

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. Approval of this agreement is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$13,500 revenue
CEO 2013-14 Goal: #5*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

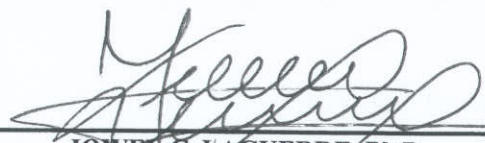
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**AGREEMENT FOR EDUCATIONAL SERVICES
ADDENDUM**

**Between Solano Community College District and
Bay Area Clean Water Agencies**

This AGREEMENT FOR EDUCATIONAL SERVICES Addendum is entered into this 17th day of September 2014, by and between Solano Community College District (SCCD), Bay Area Clean Water Agencies, hereinafter referred to as "BACWA."

The addendum is in place to provide an additional fall 2014 class, WATER 121, Collections Systems Maintenance, for Bay Area Consortium for Water and Wastewater Education, hereafter identified as BACWWE, students and partners. The cost of the additional class is \$13,500. The original contract was for \$77,500, and was Board approved on August 20, 2014. The amendment will extend the amount of the contract to \$91,000. All other terms will remain the same.

Term:

The term of this agreement shall be from September 17, 2014 to December 31, 2014. This agreement may be extended or increased with an additional addendum. The signatures below indicate agreement to the foregoing terms dated this 17th day of September 2014.

Bay Area Clean Water Agencies:

Solano Community College:

Ben Horenstein
BACWA Executive Board Chair

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: 2014-2015 LOCAL AGREEMENT FOR CHILD
DEVELOPMENT TRAINING CONSORTIUM

REQUESTED ACTION: APPROVAL

SUMMARY

The Yosemite Community College District, Child Development Training Consortium has approved a local agreement for honorariums and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to the District is \$15,000. The District will reimburse students a stipend for courses completed with a "C" or above, excluding P.E., or work experience classes that are not child development related.

Sabrina Drake will serve as coordinator for this project. I. Statement of Work B. The contractor will generate up to 600 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or upgraded Child Development Permit.

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 the Children's Programs. It is our recommendation that the Governing Board approve the agreement as attached.

Government Code:
BOT 2013-14 Goal #3

Board Policy: 3520

Estimated Fiscal Impact: \$15,000
No cost to the district

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Sabrina Drake, Assistant Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000 x4639

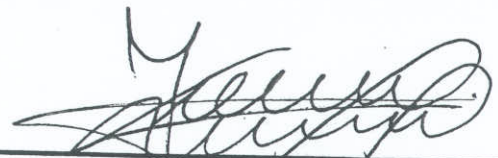
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2014-2015 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 14-15-2502**

This Agreement is made and entered into this 1st day of September, 2014, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and **Solano Community College District for Solano Community College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend two (2) mandatory YCCD/CDTC sponsored meetings at YCCD/CDTC expense; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably faculty, either full-time or adjunct, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **600** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2014, and June 30, 2015. Physical education courses and general work experience courses are

excluded. Child development work experience and remedial courses are included.

- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.
 - 4. Are transferable whenever possible.
 - 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 - 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
 - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 - 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten classroom is also acceptable, **AND**
 - 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 - 4. Student must work in the state of California.
 - 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

- F. The CONTRACTOR will enroll eligible students according to the following three priorities:

California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment:

- Priority 1 Employees of all direct-funded CDE/EESD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.
- Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.
- Priority 3 Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
- 1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local CARES Plus and/or AB212 programs.
 - 2. The Advisory Committee will meet a minimum of once each semester/term.
 - 3. Both meetings must be properly documented with agendas and minutes, which must be submitted by specified due dates.

- H. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
1. Description of eligible students to be served
 2. Special circumstances or unique challenges and characteristics of eligible students
 3. Description of agencies/programs that will benefit
 4. Area strengths
 5. Area needs
 6. Description of most needed courses including topics, times, locations and preferred language of instruction.
- I. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.
- J. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2014-2015 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- K. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- L. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator, two times per semester. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2014, to and including June 30, 2015. Enrolled units must be completed between July 1, 2014, and June 30, 2015. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2015.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 15, 2014, a 2014-2015 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
1. When planned expenditures in any of the **major expense categories** (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).

2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
 - D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
 - E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
 - F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$15,000.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2015. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2014-2015 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than June 30, 2015. A Budget Narrative Form will be required as a addendum to the Final Expenditure Report.

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Education and Support Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. CONFIDENTIALITY

- A. All data and information developed by CONTRACTOR and deemed confidential by YCCD/CDTC shall be properly safeguarded and protected by CONTRACTOR from unauthorized use and disclosure. At a minimum, during non-working hours, CDTC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. CONTRACTOR is hereby considered an agent of the State of California/ Yosemite Community College District only for confidential data purposes and will be personally liable under the state and federal statutes for unauthorized disclosures.
- C. CONTRACTOR shall immediately notify YCCD/CDTC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless YCCD/CDTC authorizes the disclosure of the information in writing, CONTRACTOR shall use every means, to the maximum extent permitted by law and at no cost to the YCCD/CDTC, to protect the information from disclosure.
- D. CONTRACTOR shall agree to the conditions and stipulations of the YCCD/CDTC Confidentiality Agreement, Attachment C, in consideration of interactions with participants of the CDTC program and confidential information entered into the online student profile system.

X. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

XI. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XII. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XIII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Education and Support Division.

XIV. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Jowel C. Laguerre, Ph.D.
Title of Person Signing:	Superintendent - President
Date:	

Yosemite Community College District

Authorizing Signature:	
Printed Name of Person Signing:	Teresa Scott
Title of Person Signing:	Executive Vice Chancellor/Fiscal Services, YCCD
Date:	
Attachments for reference: Appendix A - Child Development Permit Matrix Appendix B - 2014-2015 Required Reports and Time Lines Appendix C - Confidentiality Agreement	
Return two Instructional Agreements with original signatures to: Child Development Training Consortium 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351 For questions, call (209) 572-6080	
For CDTC Use Only: Date Rcvd: _____ To D.O.: _____ From D.O.: _____ To CONTRACTOR: _____	

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISED MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COMMUNITY COLLEGE AND
TRAVIS AIR FORCE BASE

REQUESTED ACTION: APPROVAL

SUMMARY:

Travis Air Force Base is requiring a revised Memorandum of Understanding with Solano Community College due to the change of the Department of Defense, Education Partnership Memorandum of Understanding (DoDi 1322.25 change 3). The DoDi 1322.25 change 3 outlines the process of returning Tuition Assistance Funds to the appropriate Branch of Service. The existing SCCD DoD Tuition Assistance refund policy already complies with the revised policy.

The effective date of this revision is September 5, 2014.

Government Code: Board Policy: Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Amy Utt, Veterans Affairs Coordinator
Veterans Affairs Center

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

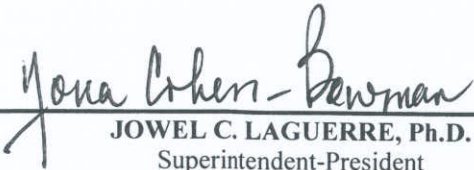
ADDRESS

(707) 864-7105

TELEPHONE NUMBER

Student Services
ORGANIZATION

September 5, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

September 5, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Memorandum of Understanding

Between

The United States Air Force

Travis Air Force Base, California 94535-2751

And

Solano Community College, California 94534-4017

This Memorandum of Understanding (MOU) is made between Solano Community College, hereafter referred to as "SCC" and the United States Air Force (USAF) at Travis Air Force Base (TAFB). All correspondences or notices concerning issues related to this MOU should be forwarded to TAFB or SCC as appropriate at the following addresses:

60 FSS/FSDE
530 Hickam Ave, Bldg 249
Travis AFB, CA 94535-2751

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534-4017

PREAMBLE

The USAF is committed to providing high-quality education programs on all Air Force bases. On-base programs, in diversified fields essential to the USAF's postsecondary education needs, are conducted by civilian colleges and universities. These programs play a major role in support of professional development, recruiting and retaining an all-volunteer Air Force. USAF Force Development (FDF)/Base Education and Training Section (ETS) sponsored programs provide USAF personnel with the opportunity to attain their educational objectives and enhance AF job skills training. SCC objectives complement those of the USAF by providing comprehensive education programs to prepare graduates for productive careers and responsible citizenship. Advanced education provides personnel with the potential to accomplish the complex tasks associated with the management and utilization of modern, sophisticated USAF weapon systems.

PART A

SCC, in consideration of promises and agreements of the USAF, TAFB, agrees to:

1. Comply with the criteria set forth in Air Force Instruction (AFI) 36-2306, *Voluntary Education Program* and Department of Defense Instruction (DoDI) 1322.25, *Voluntary Education Programs*, Change 3 effective 7 Jul 2014 and will ensure their application to the BU programs offered on TAFB.
2. Offer specified educational degree program as listed in Attachment 1. These programs will fulfill all standards and requirements established by SCC, the Accrediting Commission for Community and Junior Colleges of the Western Association of Colleges and Schools (ACCJC/WASC), state licensure agencies and other applicable regional accrediting associations. SCC will maintain accreditation with ACCJC/WASC and other accrediting associations, as applicable. SCC will:
 - a. comply with and participate in the Air Force assessment program, currently in place, to evaluate and continuously improve the quality of on-base education programs. Participate in any local required assessment program.
3. Provide the Education and Training Section Chief (hereafter referred to as ETS Chief) with course term schedules that will permit completion of degree programs in minimum time. Schedules will be available for mutual review by the ETS Chief and SCC at least 45 days in advance of class start dates to permit changes, if required, advance publication of schedules and appropriate distribution of publicity. Scheduled classes will be conducted as follows:
 - a. classes will have a ten minute break each hour.
 - b. classes, which are conducted for five hours or more, will have at least a one-hour meal break at the midway point.
4. Consult with the ETS Chief to ensure that program publicity/promotion is a coordinated effort.
5. Conduct all credit courses as resident courses. No annotation will be made on any transcripts, certificates, diplomas, or degrees to distinguish between courses conducted on TAFB and those conducted on the main administrative and academic campus.
6. Fulfill this agreement without reassigning any of its rights or obligations hereunder to an external party; nor shall any portion of the work associated with the academic program be subcontracted.
7. Provide program administrator(s) selected in consultation with the ETS Chief and office staff, as required, to manage SCC on-base program. Counseling and advisement services required to support SCC program will also be provided. Program administrators will coordinate with the ETS Chief when establishing office hours to ensure that participants in the SCC program have

appropriate access to counseling and resolution of administrative concerns. ETS Chief participation in the program administrator selection process is deemed advisable because for the close coordination and cooperation required between these key personnel on a daily basis. Program administrators will be under the supervision of, and directly responsible to, SCC for their daily activities. If the ETS Chief and/or the FDF Chief and program administrator arrive at a conflict of duties/responsibilities that cannot be resolved, the matter will be resolved in conference among the SCC home campus representative(s), the ETS Chief, the FDF Chief, and the Force Support Squadron Commander.

8. Conduct basic counseling and advisement services to support SCC program and will provide a basic educational plan to each student and to the ETS Chief immediately upon the student's registration for class(es). Counseling services will include, but is not limited to, general institution policies; course withdrawal dates and penalties; course cancellation procedures; course grade publication; fees, covered/not covered, by Military Tuition Assistance (Mil TA); billing practices; and policy regarding course incompleteness. SCC representative will assume responsibility for the administration and proctoring of all course examinations not normally administered and proctored within the traditional in-the-classroom setting. For first time postsecondary education students, and after final evaluation of transfer credit for returning students, SCC will provide a formal degree plan for all degree-seeking students.

9. Comply with all laws, rules, regulations and policies of TAFB regarding security, ingress and egress, traffic rules, driving privileges, safety and sanitation. Access to the base by SCC representatives, staff, and employees is a privilege which is granted, and can be revoked, by the installation commander.

10. Register and use the AI Portal for input of basic information, to include degree offerings, tuition rates, invoice submissions, course grade completions, degree completions and to access pre-established educational institution reports while conducting business with the USAF.

11. Submit one consolidated voucher, per term to the ETS Chief, or other officially designated representative, via AI Portal within 30 calendar days after the beginning of the course(s) for each class in which active duty military students using Mil TA is enrolled and an AF Form 1227, *Authority for Tuition Assistance- Education Services Program*, has been provided. SCC representatives are responsible for ensuring that any AF Form 1227 accepted for course payments has been approved and signed by the ETS Chief or other officially designated representative.

12. Accept the Government Purchase Card (GPC) for payment of Mil TA when the institution accepts credit cards for any part of SCC business.

13. Provide a listing of program graduates via the AI Portal, which includes the student's name, program title, program type, i. e., Associate degree, and date of graduation, not later than 30 calendar days after the end of the term in which graduation requirements are completed. If the

AI Portal is not available, provide the required information directly to the Base Education and Training Section.

14. Initiate and be responsible for all collections and refunds arising out of the instructional phase out/teach-out of an academic program. Checks for Mil TA refunds to the United States government resulting from termination, or other causes, shall be drawn in favor of the Treasurer of the United States and shall be sent by SCC to the ETS Chief within 60 days of the collection or Mil TA refund. The ETS Chief will, in turn, forward any funds received to the Accounting and Finance Officer at the base which issued the AF Form 1227.

15. Publish and distribute an institutional refund policy. The SCC representative will inform the ETS Chief immediately, in writing, when a military member withdraws from a course offered by SCC. The tuition refund policy of SCC is include at Attachment 4.

16. Provide to the ETS Chief, within 15 days after the drop-add period each term, the enrollment statistics for all on-base participants, including active duty members, DoD civilian employees, military dependents, and others. The information will be provided in the format provided on the AI portal and will include method of payment, e. g., Mil TA, Department of Veteran Affairs (DVA), self-pay, Pell Grant, etc. Privacy Act release forms must be signed by students using other than Mil TA.

17. Maintain a complete and accurate record of all academic work completed or attempted through programs established under this MOU; within 20 calendar days after the course completion date, SCC will provide all course grades for individuals using Mil TA funds to the appropriate ETS Chief via the AI Portal and in compliance with guidelines provided thereon.

18. Provide a listing of personnel who received a grade of incomplete (I) and failure (F) to the ETS Chief no later than the third calendar month following the end of the term in which the course was taken.

19. Conduct graduation ceremonies. All graduation arrangements, including names of graduates, proposed graduation program, guest speaker, etc., will be coordinated with the ETS Chief at least 30 days in advance of the graduation date. Graduating students will be provided the opportunity to participate in either an on-base SCC or joint institution ceremony.

20. Notify ETS Chief of scheduled faculty/staff visits at least 10 days in advance, whenever possible.

21. Inform ACCJC/WASC and other regional associations, if applicable, of the existence of each program established under this MOU within 60 days of the program start date.

22. Obtain applicable State Approving Agency (SAA) approval for the academic program and inform the ETS Chief concerned of any denials within 10 days of receipt. In addition, SCC will

comply with DVA and “85-15” rules (Public Law Number 95-202) and obtain DVA Regional Office (VARO) waivers when appropriate.

23. Inform ETS Chief of any major noncompliance results for any inspection/review of SCC on-base programs by SAA, DVA, or accrediting agencies, as well as any denials received (reference Para 21 above).

24. Ensure the DVA determines In-Service Veterans Educational Benefits and that each individual is correctly charged for course loads certified to the DVA by SCC.

25. Offer for sale, directly or through a contract bookstore, textbooks and materials required in support of courses offered. SCC will ensure all necessary textbooks, related materials and equipment is available at the ETS center no later than two weeks prior to the course start date. Arrangements for students to “sell back” used textbooks will be included.

26. Establish an academic support program to supplement the Base Library by providing appropriate reference sources, such as books, journals, and electronic access to library materials in conjunction with the courses offered at each installation.

27. Be responsible, along with the individual student, for any/all liability for loss, damage, destruction or depreciation in value of any SCC purchased/provided library materials (i.e., books, journals, periodicals, etc.). SCC agrees to hold the USAF harmless for any such liability and will take the appropriate action to ensure the return of the material or provide reimbursement for its replacement.

28. Require all newly hired full-time or adjunct faculty members who will teach on base to attend an orientation presentation prior to the first term of teaching.

29. Release and waive all claims against the United States, its agents, officers and employees resulting from use of Air Force facilities, equipment, supplies and services, by SCC, its officers, agents and employees. SCC further agrees to defend, pay or settle all claims resulting from use of Air Force facilities based upon the negligence, gross negligence or willful misconduct of its agents, officers, and employees. SCC will hold the United States harmless from any claims arising from acts or omissions of SCC, its agents, representatives, officers, and employees.

30. Coordinate all proposed changes to tuition, school policy and existing program format/delivery with ETS Chief at least 90 days in advance of the desired implementation date.

31. SCC shall take the necessary steps to maintain the cleanliness of assigned office space and classrooms. Maintenance shall consist of ensuring desks are clean after use; all trash is in appropriate receptacles; whiteboards are erased; furniture returned to original position; windows closed; lights off; room and/or building locked. Building exterior doors will be locked by SCC faculty or staff after final course of the day. Windows and doors facing breezeway will also be maintained to be clear of dust, dirt and cobwebs.

32. Establish a systematic process of course and program evaluation to ensure the quality of its on-base degree programs and courses within degree programs is maintained. SCC will not limit its evaluation procedures solely to student and faculty evaluations; but also include procedures such as peer evaluation, instructional review and evaluation of course content to ensure the course is responsive to both environmental changes and advances in the profession. SCC will ensure individual courses and programs provided on TAFB are evaluated at least as frequently as those at SCC's main campus and encompass all the assessment instruments included in the main campus evaluations. In addition to course evaluations within a degree program, SCC will ensure overall degree program(s) are evaluated to maintain quality and currency.

PART B

TAFB, in consideration of promises and agreements of SCC, agrees to:

1. Promote the SCC programs at TAFB through available media (base newspapers, bulletin boards, student information handouts, etc).
2. Provide instructional space, within existing capabilities, required to accommodate all students enrolled in the academic programs offered by SCC. The SCC representative and ETS Chief will jointly determine adequacy of facilities.
3. Provide SCC faculty/staff members with office space during their on-base assignment. If possible, the space will be adjacent to, or within the ETS center/classroom complex. ETS Chief will provide space for SCC instructors/counselors to advise potential or enrolled students in the SCC program. The extent of office space will be negotiated predicated on availability. Acquisition of office space, furniture and equipment, if not available through USAF resources, is the responsibility of SCC.
4. Authorize SCC representatives/faculty members use of government leased telephone service (time available basis) for communicating with military personnel and/or DoD civilian employees enrolled in SCC programs or in directed support of SCC program, subject to local base policy.
5. Within funding limitations, base libraries, where available, will provide supplemental references in support of SCC program. Libraries, in conjunction with ETS Chief and SCC, will ensure a sufficient level of support is available for delivery and execution of high quality academic programs. In addition, space will be provided, as available, for educational materials furnished by SCC. TAFB shall not be liable for any loss, damage, destruction or depreciation in value of any SCC materials placed in the base library.
6. Provide such visual aids to SCC faculty members as are determined to be available by the ETS Chief/FDF Chief, for the use in the conduct of classes.
7. Provide Mil TA for active duty USAF personnel enrolled in SCC program in accordance with applicable regulations and current funding policy. Subject to the availability of funds, the USAF will pay to SCC the applicable tuition rate of the semester hour charges and allowable fees for each active duty military student whose application for tuition assistance is approved by the ETS Chief, or designated ETS personnel, in accordance with AFI 36-2306. All other costs associated with SCC course enrollments will be collected from students by SCC.
8. Assist in obtaining passes/ID cards for faculty, administrative personnel and students as required by base policy/directives.
9. Arrange for SCC faculty and staff, visiting the base in an official capacity, to use the Visiting Officers Quarters (VOQ), if available. SCC faculty and staff will pay for all services received.

If on or off-base government quarters are not available, SCC will be responsible for arranging quarters in the local area at its own expense.

PART C

SCC and TAFB mutually agree to/understand that:

1. The purpose of this MOU is to enable SCC to offer high quality educational degree programs that meet the identified needs of assigned military personnel at TAFB. This agreement will be interpreted and construed by both parties in a manner that will accomplish the requirements outlined in Part A and B of this MOU.
2. The USAF can make no commitment to provide a specific number of students for a program, nor can it assure that Mil TA will be available for all active duty military personnel who enroll in the program.
3. Institutions with an on-installation MOU or invitation for an on-installation activity, such as an educational fair, are authorized to counsel or provide information on any of their programs.
4. Admission of candidates to the program will be at the sole discretion of SCC. If required, because of over-enrollment in an on-installation class, the following order of priority is agreed upon: first priority, active duty military members; second priority, National Guard and Reserve military personnel; third priority, DoD civilian employees; fourth priority, military family members; fifth priority, retired military personnel and sixth priority, members of the civilian community. This priority enrollment system will apply only to early and regular registration. Thereafter, registration for on-base classes will be on a first-come, first-serve basis. Within the stated order of priority, students having matriculated with SCC shall have enrollment priority over non-matriculated students.
5. The desired average class size shall be 15 students with a minimum class size of 10. Classes with less than the desired class size or more than 30 students may be conducted by mutual agreement between SCC and the ETS Chief.
6. Compliance with DoD Directive 5500.7 is required if Air Force personnel (active duty military or DoD civilians) are considered for employment with SCC. Questions regarding the applicability of DoD Directive 5500.7 for such employment will be referred to the Base Staff Judge Advocate.
7. Neither party can assure the continuing availability of in-service DVA education benefits. SCC will comply with all valid and legal DVA provisions and associated public laws in order to secure such VA benefits for eligible veterans. However, should SCC determine, in the future, that continued compliance is not in the best interest of the program, SCC will notify the ETS Chief.
8. DoD regulations/directives prohibit the payment of both Mil TA and DVA education benefits to cover the cost of the same course; however, GI Bill Top-Up benefits may be used in conjunction with Mil TA to pay tuition costs not covered by Mil TA.

9. Neither TAFB nor SCC shall discriminate against participants because of race, creed, age, sex or physical disability (where the disabled person is otherwise qualified).

10. SCC personnel (faculty and staff) will not be employed by or serve in any other capacity within the ETS program without written concurrence of the ETS Chief.

11. SCC representatives will not have access to any student's Air Force records unless the Individual Privacy Act release has been obtained from the student.

12. All SCC tuition and authorized fees will be reflected in Attachment 3 of this MOU. SCC will not modify this tuition and fees schedule without prior coordination with the ETS Chief. A minimum of 90 day's notice will be given to the ETS Chief prior to any proposed changes to these rates. Such notice must provide a detailed justification for the proposed increase. The ETS Chief will advise SCC of concurrence/non-concurrence within 45 days of receipt of the proposed tuition increases.

13. SCC will waive all computer laboratory fees if the Air Force provides access to an Air Force computer laboratory and equipment to support SCC's on-base instructional programs.

14. This MOU may be terminated by either party at any time with 180 days written notice to the other party. In the event that war, or other matters beyond the control of TAFB, temporarily prevents TAFB from complying with the provisions of the MOU and allowing SCC to conduct instructional programs on the base, this MOU may be suspended. However, since contractual arrangements with faculty could obligate SCC for payment of salaries, more than 180 day's notice is desirable. SCC will notify the ETS Chief of the decision to terminate. In the event of termination, a mutual effort will be made to ensure a smooth transition during the teach-out phase. SCC will immediately advise students of program termination and special provisions and options will be established. If the USAF terminates the program, SCC will make a reasonable effort to arrange degree completion for the matriculated students, but cannot ensure that all students will complete remaining degree requirements. No new students will be enrolled in SCC's program once the program has been identified for termination. Each matriculated student will be individually counseled and provided with a plan for completing remaining degree requirements. Categorically, these students fall into the following groups:

a. students who can complete their remaining SCC program requirements through SCC on-base courses offered during the teach-out.

b. students who, by the completion of the teach-out, will have earned sufficient SCC credits so they may complete the remaining credits with another accredited institution and graduate from SCC.

c. students who cannot complete SCC requirements in on-installation classes during the teach-out phase, but can do so through special arrangements utilizing the AF Educational

Leave of Absence (AFELA) Program, or attendance/transfer without loss of credit to another SCC location.

d. students who can transfer their program requirements to a substitute school program. SCC cannot guarantee the number of credits accepted by another institution, although transferring to a Servicemembers Opportunity College (SOC) should minimize any problem. ETS Chief will ensure that students have been provided follow-on guidance by SCC and/or the institution accepting the transfer credits during the transitional teach-out.

e. students who are not admitted or matriculated into a SCC degree program will be counseled, as necessary, about various program options, but are not guaranteed program completion by SCC.

15. This MOU defines the educational program relationship between TAFB and SCC and supersedes any previous verbal or written agreements of understanding. Failure on the part of either party to comply with the provisions of this MOU will be subject to mutual investigation by both parties to determine the facts of the issue(s) and make recommendations as necessary for any required corrective action. Failure to agree on the results of the investigation and necessary corrective action will result in the issue(s) being elevated for resolution. It is clearly understood that ultimate failure to resolve outstanding issues may result in a notice to terminate the program, by either party. There will be no Addendums, contracts, or Memoranda of Agreement that are separate of this MOU.

16. This MOU is at all times subject to the rules and regulations of the Department of the Air Force.

17. No change or modification of this MOU shall be valid unless it is in writing and signed by both parties.

18. This MOU is effective upon signing by both parties and will expire five (5) years after the date of execution, unless extend in writing by both parties or terminated as specified in Part C, paragraph 14, of this MOU. An annual review will be conducted by both parties to verify current accreditation status, update program offerings, and confirm tuition and fee rates. Attachments referred to in this MOU are listed below and are sanctioned as part of this MOU.

19. The ETS Chief may request termination of this MOU following determination of a continuous decrease in active duty member enrollments and/or a continuous decrease in the number of on-base course offerings. A 60-day notification period will be established to allow SCC sufficient time to provide justification for non-termination of this MOU.

Attachments:

1. Approved Degree Programs
2. Minimum Criteria for On-Base Programs
3. SCC Tuition and Fees Schedule
4. SCC Refund Policy

TRAVIS AIR FORCE BASE

COREY J. MARTIN, Colonel, USAF
Commander, 60th Air Mobility Wing (AMC)

DATE: _____

SOLANO COMMUNITY COLLEGE

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

DATE: _____

Attachment 1

Approved Degree Programs to be Offered at TAFB

General Education:

Courses for all on-base schools
For Transfer

Interdisciplinary Studies:

Associate
For Transfer

Minimum Criteria for Selecting Institutions To Deliver High Education Programs and Services on Military Installations

To be selected, institutions must:

1. Be chartered or licensed by a state government or the Federal Government and have State approval for the use of veterans' educational benefits for the courses to be offered.
2. Be accredited by a national or regional accrediting agency recognized by the U.S. Department of Education.
3. Conduct programs only from among those offered or authorized by the main administrative and academic office in accordance with standard procedures for authorization of degree programs by the institution.
4. Ensure main administrative and academic office approval in faculty selection, assignment, and orientation and participation in monitoring and evaluation of programs. Adjunct or part-time faculty shall possess comparable qualifications as full-time permanent faculty members.
5. Conduct on-installation courses that carry identical credit values, represent the same content and experience and use the same student evaluation procedures as courses offered through the main administrative and academic campus.
6. Maintain the same admission and graduation standards that exist for the same programs at the main administrative and academic office and include credits from courses taken off-campus in establishing academic residency to meet degree requirements.
7. Provide library and other reference and research resources, in either print or electronic format, that are appropriate and necessary to support course offerings.
8. Establish procedures to maintain regular communication between central institutional academic leadership and administrators and off-campus representatives and faculty. (Any institution's proposal must specify these procedures.
9. Provide students with regular and accessible counseling services either electronically or in-person.
10. Charge tuition and fees that are not more than those charged to nonmilitary students.
11. Have established policies for awarding credit for military training by examinations, experiential learning and courses completed using modes of delivery other than that of instructor-delivered, on-site classroom instruction.

SOLANO COMMUNITY COLLEGE

Tuition and Fees Schedule Academic Year 2014 - 2015

FEE	AMOUNT	REQUIRED OF
Enrollment Fee	\$46.00/unit	California residents (enrollment fee is subject to change by the State Legislature), except those who qualify for a fee waiver and K-12 Special Admission students registered in less than 12 units.
Health Fee	\$13.00/Fall & Spring Semesters	All students enrolling in one or more classes, except those who qualify for a fee waiver
<u>Health Fee Exemptions</u>	\$5.00/Summer	
Parking Permit Fee	\$20.00 per Fall and Spring Semester \$6 for Summer Motorcycles excluded	Parking permits are required at all of the Solano Community College Campuses. All registered students using these lots at any time are required to purchase and display a parking permit. Students may purchase a day pass for \$1.00 at any of the parking dispenser machines.
Non-Resident Tuition Fee	\$199.00/unit	Students who are not California residents as defined by the Education Code are required to pay the non-resident tuition fee in addition to the fees described above. Please note that it is the student's responsibility to prove that he/she is a California resident.
Student I.D. Card Fee	\$5.00 - Good for 9 consecutive semesters.	All students taking classes on campus. Those who use the Library, Financial Aid, and Computer Labs are encouraged to purchase an optional Student ID Card. All students taking classes and those who use the Library, Financial Aid, Computer Labs and redeem Financial Aid checks.
Student Center Fee	\$1.00/unit for classes held on SCC campus. \$10 max/yr.	All students, except those who qualify for a fee waiver.
<u>Additional Costs</u>		<u>Special Program Cost</u>
Housing and Meals: \$0 - \$11,268		Cosmetology \$3,000
Book and Supply Costs: \$0 - \$1,710		Fire Academy \$1,060
Transportation: \$0 - \$1,644		Nursing Program \$1,350
Other Education Costs: \$0 - \$2,844		Lab Fees \$0 - \$100

SOLANO COMMUNITY COLLEGE

Tuition Refund Policy

Classes dropped by appropriate deadlines are automatically refunded. Any outstanding debts are deducted from refunds. Fees are refunded by check 2-4 weeks after classes are dropped.

California Community College Enrollment and Non-Resident Tuition Fee

Fall and Spring Semester – Full Term Classes

Through refund deadline, 100% of the California Community College Enrollment Fee will be refunded.

Summer Session and Short-term Classes

Through 10% of the class, 100% of the California Community College Enrollment Fee will be refunded.

Non-Resident Tuition

Refunds must be requested at the Admissions and Records.

AGENDA ITEM 13.(a)
MEETING DATE September 17, 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>
Christine Ducoing	FT Chemistry Instructor 20 years of service at SCC	05/21/15

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

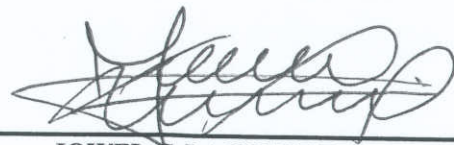
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

September 5, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND THE DEPARTMENT OF
CORRECTIONS AND REHABILITATION, CALIFORNIA
STATE PRISON - SOLANO**

REQUESTED ACTION: APPROVAL

SUMMARY:

California State Prison - Solano (CSP-Solano) and Solano Community College District (SCCD) agree to allow inmates housed at CSP-Solano to participate in college courses offered through an accredited college general education program. This program is defined as an academic transfer curriculum provided through correspondence education by SCCD.

The scope of this Agreement will provide the inmates, housed at CSP-Solano, an opportunity to earn college credits while incarcerated within the California Department of Corrections and Rehabilitation (CDCR), at no negative fiscal impact to CDCR or CSP-Solano.

Approval is requested at this time.

Government Code: *Board Policy:* *Estimated Fiscal Impact: \$ N/A*
BOT Goals 2013-14: #3
CEO Goals 2013-14: #5

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

September 5, 2014
DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT


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

September 5, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGREEMENT
BY AND BETWEEN

SOLANO COMMUNITY COLLEGE
DISTRICT
AND
THE DEPARTMENT OF
CORRECTIONS AND REHABILITATION
CALIFORNIA STATE PRISON - SOLANO
FALL 2014

In accordance with California Educational Code, California State Prison - Solano (CSP-Solano) and Solano Community College District (SCCD) agree to allow inmates housed at CSP-Solano to participate in college courses offered through an accredited college general education program. This program is defined as an academic transfer curriculum provided through correspondence education by SCCD. The scope of this Agreement will provide the inmates, housed at CSP-Solano, an opportunity to earn college credits while incarcerated within the California Department of Corrections and Rehabilitation (CDCR), at no negative fiscal impact to CDCR or CSP-Solano.

This Agreement shall become effective upon the execution by all parties hereto and to commence on October 1, 2014 or until such time either party determines that the agreement be terminated.

This Agreement is made and entered into by and between the Solano Community College District (hereinafter referred to as DISTRICT), and the Department of Corrections and Rehabilitation, CSP-Solano (hereinafter referred to as AGENCY), for the purpose of outlining the duties and responsibilities of each party as they relate to providing affiliated educational courses for AGENCY.

I. RESPONSIBILITIES OF THE DISTRICT

- A. DISTRICT shall appoint a Correspondence Program Coordinator, who is responsible for the overall operation of the correspondence program at the AGENCY. The Correspondence Program Coordinator will provide a schedule and timeline to the AGENCY, Education Principal/Vice Principal, with a lead time of a minimum of two weeks. The coordinator shall act as the AGENCY representative for all DISTRICT affiliated educational courses. Under no circumstances; however, shall the coordinator have authority over the remaining operations of the AGENCY, including personnel issues concerning AGENCY representatives, operational budget, or the use, maintenance, or scheduling of AGENCY facilities.
- B. DISTRICT will ensure whenever possible that ancillary and support services are provided for the students (e.g., counseling and guidance, placement

assistance).

DISTRICT Academic Counselors will arrange for placement testing to be conducted at AGENCY. Through placement testing, Academic Counselors will assist the inmate in appropriate courses of study. All assessment results which make use of standardized scoring shall be explained and interpreted to students by DISTRICT counselors trained in the use and meaning of such assessments. Potential students will be administered a placement exam by SCCD Staff. It should be noted that entrance into a California Community College does not require a GED or High School Diploma.

DISTRICT will assist students in apply for various funding.

DISTRICT shall be responsible for evaluation of inmate learning disabilities. A DISTRICT staff member or consultant who is trained and certified in making such evaluations will accomplish this at AGENCY. If an inmate claims a physical disability, he will sign a release form and along with a request from DISTRICT, will be presented to AGENCY's Medical Department for review of the inmate's medical records. The completed medical records review will be returned to the DISTRICT staff member or consulted and to the DISTRICT.

Depending on funding availability, DISTRICT will fund up to two inmate clerks and four inmate tutors per facility. In addition, DISTRICT will fund one additional inmate clerk position who will have the responsibility of tracking, scheduling, and preparing video tapes for presentation on the AGENCY institutional video system.

- C. DISTRICT shall approve of the selection of instructors and facilitators and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of the DISTRICT.
- D. DISTRICT shall ensure that course offering meet all appropriate California Code of Regulations, Title 5 (hereinafter referred to as Title 5) and California Education Code (hereinafter referred to as EDUCATION CODE) requirements.
- E. DISTRICT shall consult the AGENCY on any revisions to existing DISTRICT courses, initiation of new courses or any other changes, in order to ensure the quality of education services and to meet the needs of the AGENCY.
- F. DISTRICT will ensure that courses selected do not require or provide any non-institution approved tool, software, or equipment. Books, paper materials (non-spiral metal bound notebooks), worksheets, pens, pencils, and non-programmable solar powered calculators are acceptable.

- G. DISTRICT will pick up and deliver all materials, books, at a designated location.
- H. DISTRICT has the right to control and direct the instructional activities of the instructor and shall demonstrate control and direction through such actions as providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.
- I. DISTRICT employees shall cooperate with AGENCY (institutional) authorities by observing and complying with all CDCR rules and regulations presently enforced.
- J. DISTRICT agrees that while on AGENCY grounds, all agents, employees, and or representatives of the DISTRICT shall be professionally and appropriately attired and clothing shall be distinct from that worn by inmates at the institution. DISTRICT employees will not wear blue or gray denim jeans/pants/trouser or chambray, shirts, as this is inmate attire. DISTRICT employees shall not wear orange/red/yellow jumpsuits or rainwear.

These requirements apply when entering and exiting the institution through all entrance gates. No cell phones, electronic communication devices or computers will be allowed inside the secure perimeter.

- K. DISTRICT employees may enter the AGENCY only when escorted by AGENCY personnel and after clearance procedures have been completed.
- L. All DISTRICT employees shall remove ignition keys from their vehicles when they are out of the vehicle. Unattended vehicles shall be locked. In order to maintain prison security, searches on site may become necessary, and keys must be furnished to provide access to all locked areas.
- M. DISTRICT employees shall not cause undue interference with the operations of the AGENCY.
- N. No picketing is allowed on state property.

II. RESPONSIBILITIES OF THE AGENCY

- A. AGENCY shall provide classroom space at the AGENCY for use as an off-campus site by the DISTRICT free of charge.
- B. AGENCY staff will be responsible for ensuring priority ducat lists are submitted for all incarcerated students scheduled for an interview with the

DISTRICT staff or for required testing.

- C. AGENCY shall assist in a day-to-day management support, and all other related overheads necessary to conduct the DISTRICT's affiliated education programs.
- D. AGENCY shall assist the DISTRICT in maintaining records of student attendance and achievements. The AGENCY will assist the DISTRICT in maintaining the confidentiality of all student records. Should any request for disclosure of student record information be made to the AGENCY or to any AGENCY employee or representative of the AGENCY, that request shall immediately be forwarded to the DISTRICT.
- E. AGENCY shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to Education Code and Title 5 mandated standards governing instructional programs including minimum qualifications for instructors.
- F. The AGENCY will inventory all textbooks and ensure an Inmate Trust Withdrawal is signed for each textbook issued to incarcerated students.
- G. Upon completion of the semester, AGENCY will inventory all textbooks and will secure textbooks until the beginning of the next semester.
- H. Prior to the beginning of the new semester, AGENCY staff will make a list of possible new students. AGENCY will contact the DISTRICT Correspondence Coordinator to convey the number of applicants. The DISTRICT will inform the AGENCY of the number of incarcerated students the DISTRICT can support.

III. THE EDUCATIONAL PROGRAM

- A. The DISTRICT is responsible for the educational program that is the subject of this Agreement.
- B. Any instructor used for service under this Agreement shall possess the minimum qualifications for instruction in the course and shall have any other applicable qualifications that are consistent with the teaching requirements of any similar course which is given by the DISTRICT. The DISTRICT shall have the right to control and direct the activities of said instructor while he/she is performing services under this agreement.
- C. The DISTRICT and AGENCY ensure that courses selected do not require or provide any non-AGENCY approved tool, software, equipment or materials. Books, paper materials (non-spiral metal bound notebooks), worksheets, pens, pencils (non-mechanical), and non-

programmable solar powered calculators are acceptable. No video-conferencing or on-line computer coursework will be offered.

- D. Coursework packets transferring between the DISTRICT and the AGENCY will contain class-related material only. Should the DISTRICT receive any correspondence from incarcerated students that is not course related, the DISTRICT will immediately notify the AGENCY's Education Department.
- E. All courses under this Agreement must have met any applicable standards including any applicable approval by the DISTRICT and the State Chancellor's Office.
- F. All courses offered under this agreement must be conducted on an individual correspondence basis; however, group instructional activities may be offered when AGENCY deems it appropriate.
- G. The DISTRICT will provide and maintain a learning library that will include textbooks.
- H. The DISTRICT and AGENCY shall ensure all qualifying incarcerated students are registered and that mid-term and final evaluations are conducted.

DISTRICT will ensure that students are registered and that mid-term evaluations/counseling sessions are conducted.

DISTRICT educational counselors will require at least three (3) counseling sessions per semester. The first is an orientation and will be conducted in a group format (may provide a video tape presentation). The second will be for midterm progress evaluation and will require one on one interviews. The third will be around the final exam time and will also require one on one interviews. DISTRICT will be responsible for ensuring staff members have been previously cleared and will provide visit date requests through AGENCY.

- I. The DISTRICT shall provide an orientation in a group format (may be provided by a videotape presentation). The DISTRICT in coordination with the AGENCY shall be responsible for ensuring that visiting DISTRICT staff members have proper gate clearance, and will provide visit date requests to AGENCY.
- J. The DISTRICT will pick up and deliver all textbooks, and materials at a designated location. The AGENCY will inspect and approve all material in accordance with the AGENCY'S Policy and Procedure.
- K. The DISTRICT and AGENCY are responsible to ensure there is a

DISTRICT staff member available during all registrations periods and evaluation sessions. This would be considered a "special function" and may be accomplished on state time the same way as GED graduation and other special functions/activities are conducted.

- L. In the event the facility or housing unit is under lock-down or a modified program, all assignments and exams may be rescheduled until after the facility returns to normal programming.
- M. The rules and regulations governing the withdrawal of students prior to completion of courses under this Agreement shall be stated in the Solano Community College catalog when the student is enrolled in the course.

IV. STUDENT REQUIREMENTS

- A. A student who has attempted at least 12 semester units shall be placed on academic probation if the student has earned a grade point average below 2.0.
- B. A student on academic probation shall be removed from probation when the student's cumulative grade point average is 2.0 or higher.
- C. A student who is on academic probation shall be subject to dismissal if the student earns a cumulative grade point average of less than 2.0 in all units attempted in each of two consecutive semesters.
- D. A student wishing to appeal placement on achievement probation, progress probation, or dismissal may submit a written request to the DISTRICT.
- E. A student requesting to return to college after being dismissed may present a written petition/request to the Dismissal Hearing Committee. This request may be made after at least one semester has elapsed since the time of dismissal.

V. MISCELLANEOUS

- A. If any of the provisions of this contract are found to be, or become contrary to state law or regulations or court decisions, DISTRICT and AGENCY agree that the contract shall be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.
- B. The DISTRICT agrees to indemnify and hold harmless the AGENCY and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising solely from DISTRICT'S acts, errors, or omissions and for any cost or expense incurred by the AGENCY on account of any claim therefore arising out of or alleged to arise out of or in any way connected with making or performance of this Agreement.
- C. The AGENCY agrees to indemnify and hold harmless the DISTRICT and its

authorized agents, officers, volunteers, and employees against any and all claims or actions arising solely from AGENCY's acts, errors, or omissions and for any cost or expense incurred by the DISTRICT on account of any claim therefore arising out of or alleged to arise out of or in any way connected with the making or performance of this Agreement.

- D. The term of this Agreement shall be for a period of time commencing on October 1, 2014. This Agreement may be extended for additional periods of one (1) year upon Agreement in writing by both parties. Notwithstanding the foregoing, this Agreement may be terminated at any time by the DISTRICT, with or without cause, upon at least 60 days written notice given to the AGENCY prior to the start of the semester. This Agreement may be terminated by the AGENCY, with or without cause, effective at the end of the term in which classes are currently in session upon at least 60 days written notice given to the DISTRICT prior to the start of the semester. Neither the DISTRICT nor AGENCY shall cancel during any instructional session. Neither party shall incur any liability to the other by reason of such termination.
- E. If any DISTRICT staff needs to enter an institution, the DISTRICT shall sign the "Digest of Laws Related to Association with Inmates," (CDCR 181) incorporated by reference, and ensures that all employees are aware of and abide by these rules. Employees of the DISTRICT while upon AGENCY grounds are subject to search of their person, property, and vehicle (Section 3288 of the CDCR Director Rules).
- F. This Agreement is by and between two Independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an Independent Contractor, AGENCY will be solely responsible for determining the means and methods for performing the services described herein. All of AGENCY's activities will be at AGENCY's own risk and AGENCY is hereby given notice of AGENCY's responsibilities for arrangements to guard against physical, financial, and other risks as appropriate. Neither AGENCY nor any of its employees shall be included in the classified or faculty service, have any property rights to any position, or any other rights an employee of AGENCY may otherwise have in the event of termination of this Agreement.
- G. Any attempt by AGENCY to assign, subcontract, or transfer all or part of this Agreement shall be void and unenforceable without prior written consent by DISTRICT, which consent shall not be unreasonably withheld. Any such consent shall not relieve DISTRICT from full and direct responsibility for all services performed prior to the date of assigning or transferring this Agreement.
- H. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by the other party. No delay or omission on the part of a party in exercising any right or

remedy shall operate as a waiver thereon, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

- I. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

The individual executing this Agreement on behalf of each party warrants that he/she is authorized to execute the agreement on behalf of the respective agency and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligated under this agreement.

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, certified, postage prepaid to the following address:

DISTRICT: Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

AGENCY: California State Prison - Solano
P.O. Box 4000
Vacaville, CA 95696

IN WITNESS THEREOF, the parties have duly approved this Agreement,

Executed on this ____ day of _____, 2014.

SOLANO COMMUNITY COLLEGE DISTRICT (SCCD)

By: _____
JOWEL C. LAGUERRE, Ph.D., Superintendent-President

CALIFORNIA STATE PRISON – SOLANO (CSP-SOLANO)

By: _____

AGENDA ITEM 14.(b)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board

SUBJECT: SECOND READING - SOLANO COMMUNITY COLLEGE
DISTRICT POLICIES, SERIES 2000 – BOARD POLICY NO.
2070 - REVISED

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The revised policy has been reviewed by the Superintendent-President's Cabinet and has been properly vetted through the Shared Governance Council and Board Policies and Procedures Adhoc Subcommittee.

Approval is requested at this time.

Government Code: Board Policy: 4000 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Jowel C. Laguerre
Superintendent-President

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

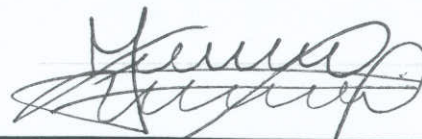
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

ACCREDITATION

2070

POLICY:

The Superintendent-President shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Superintendent-President shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Superintendent-President shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Superintendent-President shall provide the Board with a summary of any Accreditation Report and any actions taken or to be taken in response to recommendations in an Accreditation Report.

REFERENCES/ AUTHORITY:

Accreditation Eligibility Requirement 20 21, Standard 10.A.7 IV.B.1.i

Education Code Sections 78060 and 78051

Title 5, Section 51016

Solano Community College District Governing Board

BP2070

ADOPTED: November 1, 1971

REVISED: August 5, 1987; February 21, 2007; XXXXXXXXXXXX

AGENDA ITEM 14.(c)
MEETING DATE September 17, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION HONORING PAM KEITH, RESOLUTION
NO. 14/15-05

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 14/15-05 to honor Pam Keith for her 20 years of service by naming the Conference Room in the Administration Building, Building 600, on the Fairfield Campus, which shall be called the "Pam Keith Conference Room."

Government Code: Board Policy: 1140 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

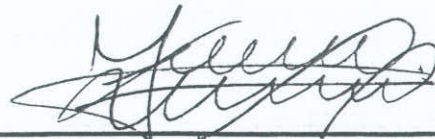
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

September 5, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION HONORING PAM KEITH

RESOLUTION NO. 14/15—05

Whereas, Pam Keith has been a member of the Solano Community College District Governing Board for the past 20 years;

Whereas, Pam Keith was first elected in 1994 to represent the community of Vallejo;

Whereas, Pam Keith has made many contributions to the community she represents and to Solano Community College;

Whereas, Pam Keith has served as President and Vice President of the Board on multiple occasions, and was elected as the current Board President in December 2013 for the year 2014;

Whereas, Pam Keith has served on numerous Governing Board Subcommittees, the most recent being the Building 600 Adhoc Subcommittee;

Whereas, Pam Keith's support of Solano Community College programs, students, and activities has always been enthusiastic and dedicated to student success;

Whereas, Pam Keith's dedication and commitment to Solano Community College has earned her the respect of the community, the College staff, faculty, and students; and

Whereas, The Solano Community College District Governing Board has established a policy for naming facilities in recognition of support to the College, which may be provided to an individual who has made a significant contribution to Solano Community College; now therefore be it

Resolved, That the Solano Community College District will honor Pam Keith by naming the Conference Room in the Administration Building on the Fairfield campus in her name as part of the permanent Fairfield facility, which shall be called the "Pam Keith Conference Room."

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION HONORING PAM KEITH

RESOLUTION NO. 14/15—05

(Continuing – Page 2)

Be it Further Resolved, That the Governing Board expresses sincere and full appreciation to Pam Keith for her continuing efforts on behalf of Solano Community College.

Passed and Adopted, This 17th day of September 2014, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG, VICE PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

AGENDA ITEM 14.(d)
MEETING DATE September 17, 2014

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: RESOLUTION TO SUPPORT VALLEJO CITY UNIFIED
SCHOOL DISTRICT'S MEASURE E, RESOLUTION NO.
14/15-08**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 14/15-08 in support of Vallejo City Unified School District's Measure E. Measure E will enhance the educational opportunities for Vallejo and future Solano Community College District students.

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

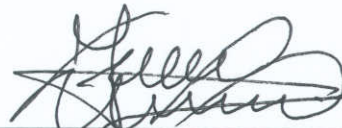
TELEPHONE NUMBER

Administration

ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO SUPPORT VALLEJO CITY UNIFIED SCHOOL DISTRICT'S
MEASURE E**

RESOLUTION NO. 14/15-08

WHEREAS, Vallejo City Unified School District's Measure E will improve the quality of education, by providing funds to renovate and upgrade classrooms, libraries and computer labs. Funds will replace aging roofs, upgrade electrical systems, replace old heating, cooling and ventilation systems with energy-efficient systems and increase the ability of students and teachers to use classroom computers and technology;

WHEREAS, The Board of Education of the Vallejo City Unified School District has placed Measure E on the November 4, 2014; ballot; and

WHEREAS, The Vallejo City Unified School District and the Solano Community College District seek to support efforts to improve the lives of children and student outcomes; now therefore be it

RESOLVED, That passage of the Measure E initiative will enhance the educational opportunities for Vallejo and future Solano Community College District students. As such, the Solano Community College District Governing Board hereby declares formal support for the Vallejo City Unified School District Measure E, and further be it

RESOLVED, That the Solano Community College District will transmit copies of this resolution to the Vallejo City Unified School District Board of Education and to all interested parties.

PASSED AND ADOPTED, This 17th day of September 2014, by the Governing Board of the Solano Community College District.

PAM KEITH, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING AND ADOPTION OF THE 2014-2015
DISTRICT BUDGETS

REQUESTED ACTION: APPROVAL

SUMMARY:

At the Governing Board Study Session held on September 3, 2014, Yulian I. Ligioso, Vice President, Finance and Administration, presented the Board with the proposed District's 2014-2015 budgets.

The 2014-2015 District Budgets are being presented for a public hearing and adoption at this time in accordance with the California Code of Regulations (CCR), Title 5, Section 58301. 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 2014-2015 Budget are provided to the Board under separate cover. Copies are available from the Office of the Vice President, Finance and Administration, the Office of the Superintendent/President, and may be viewed on the Finance and Administration Web site at http://www.solano.edu/finance_admin/district_budget.php.

Government Code: CCR, Title 5 Board Policy: 3000, 3005 Estimated Fiscal Impact: NA
Section 58301

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7209

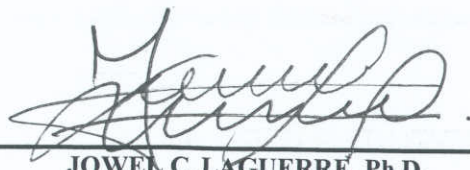
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INITIATION OF MEASURE Q BOND INDIVIDUAL PROJECTS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for initiation of eight projects as part of the Board approved Measure Q Bond Spending Plan (BSP). The BSP includes the complete list of Measure Q Bond Program Projects and Board approved project budgets. Included are Project Initiation Forms for the following eight projects:

- Fairfield Campus – Performing Arts Building (Phase 1, B1200 Renovation)
- Fairfield Campus – Science Building (Phase 1)
- Vacaville Campus – VV Classroom Building Purchase and Renovation
- Vacaville Campus – Biotechnology and Science Building
- Vallejo Campus – Auto Technology Building
- Small Capital Projects
- IT Infrastructure Improvements
- Utility Infrastructure Upgrade (Energy)

The Project Initiation Forms for each project are available for review online at:
<http://www.solano.edu/measureq/planning.php>

Government Code: N/A Board Policy: Estimated Fiscal Impact*: \$0.00
*Projects are part of the total Measure Q expenditure of \$348,000,000.

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

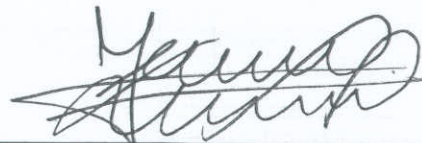
TELEPHONE NUMBER

Administration

ORGANIZATION

September 5, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

September 5, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: AT&T CONTRACT FOR DATA COMMUNICATION SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to contract with AT&T for Data Communication Services. The District's contract has expired and we are now on a month-to-month agreement. The proposed AT&T contract provides access to the newer circuit technology and is an improvement over our current services. This agreement covers the Fairfield campus, the centers in Vacaville and Vallejo, Travis Air Force Base, Nut Tree Airport, and the Vallejo Auto Tech Center.

Attached is a copy of the agreement.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$55,992</i>
		<i>General Fund - Operations</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Dwight Calloway
Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000 ext. 7176

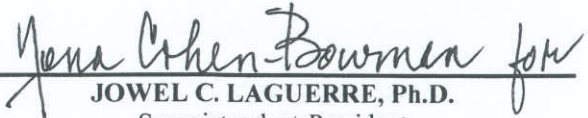
TELEPHONE NUMBER

Facilities

ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

AT&T MA Reference No. _____
AT&T PS Reference No. ASE 1-1X92FOZ

Customer	AT&T
Solano Community College Street Address: 4000 SUISUN VALLEY ROAD City: FAIRFIELD State/Province: CA Zip Code: 94534 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Yulian Ligioso Title: VP of Finance & Administration Street Address: 4000 SUISUN VALLEY ROAD City: FAIRFIELD State/Province: CA Zip Code: 94534 Country: USA Telephone: 707-864-7209 Fax: 707-646-2056 Email: Yulian.Ligioso@solano.edu Customer Account Number or Master Account Number:	Name: BYRON WALKER Street Address: 2700 WATT AVE City: SACRAMENTO State/Province: CA Zip Code: 95821 Country: USA Telephone: 916-436-8675 Fax: 916-436-8685 Email: BW1446@ATT.COM Sales/Branch Manager: STEVE SMYTH SCVP Name: DEBRA HARRISON Sales Strata: NGEM Sales Region: WEST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
--	--

Please sign by November 1, 2014

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T California	AT&T California Service Publications, as applicable, including AT&T California Guidebook, Part 6, Sec. 9 and any applicable tariffs	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/pdf/ca/ca.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

- 4.3.1** Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

Please sign by November 1, 2014

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	75% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Pricing Schedule Term, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges

Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

Please sign by November 1, 2014

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – California

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Solano Community College

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 1 Gig / PPCoS / EYQMX	5	0	\$ 255.00	\$ 1,275.00	\$ 2,100.00	\$00.00	\$00.00
Customer Port Connection - 100 Mbps / PPCoS / EYQLX	4	0	\$ 172.50	\$ 690.00	\$ 1,925.00	\$00.00	\$00.00
250Mb CIR / Business Data - PPCoS Only / R6EQX	2	0	\$ 375.00	\$ 750.00	\$ 150.00	\$00.00	\$00.00
100Mb CIR / Business Data - PPCoS Only / R6ELX	2	0	\$ 285.00	\$ 570.00	\$ 150.00	\$00.00	\$00.00
50Mb CIR / Business Data - PPCoS Only / R6EHX	1	0	\$ 245.00	\$ 245.00	\$ 150.00	\$00.00	\$00.00
10Mb CIR / Business Data - PPCoS Only / R6EBX	3	0	\$ 155.00	\$ 465.00	\$ 150.00	\$00.00	\$00.00
1000Mb CIR / Business Data - PPCoS Only / R6EZx	1	0	\$ 612.50	\$ 612.50	\$ 150.00	\$00.00	\$00.00
150Mb CIR / Business Data - PPCoS Only / R6ENX	0	0	\$ 327.50	\$ 0.00	\$ 150.00	\$00.00	\$00.00
400Mb CIR / Business Data - PPCoS Only / R6ESX	0	0	\$ 421.25	\$ 0.00	\$ 150.00	\$00.00	\$00.00
600Mb CIR / Business Data - PPCoS Only / R6EUX	0	0	\$ 530.00	\$ 0.00	\$ 150.00	\$00.00	\$00.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$ 4,607.50			\$00.00

Please sign by November 1, 2014

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
---------------------------	--------------	-------------------	---	---	---	---	--

*Any difference between the standard NRC and the billed NRC has been waived.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Pricing Schedule Term or if no such EPP term exists then the next shorter EPP term.

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Sites and Service Configuration

Pricing available only at the Service Sites specified below.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service
1	2001 NORTH VILLAGE PKWY	VACAVILLE	CA	New
2	2000 NORTH VILLAGE PKWY	VACAVILLE	CA	New
3	530 HICKAM AV, TRAVIS AFB	SOLANO	CA	New
4	545 COLUMBUS PKWY	VALLEJO	CA	New
5	720 MAIN	SUISUN CITY	CA	New
6	301 COUNTY AIRPORT RD	VACAVILLE	CA	New
7	360 CAMPUS LN, FAIRFIELD	FAIRFIELD	CA	New
8	4000 SUISUN VALLEY RD	SUISUN CITY	CA	New
9	1301 GEORGIA ST	VALLEJO	CA	New

Table 2 - Associated Service Components to Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1	1 Gbps Per Packet Class of Service	250 Mbps	Bus. Critical - Med.	N/A
2	1 Gbps Per Packet Class of Service	100 Mbps	Bus. Critical - Med.	N/A
3	100 Mbps Per Packet Class of Service	10 Mbps	Bus. Critical - High	N/A
4	1 Gbps Per Packet Class of Service	250 Mbps	Bus. Critical - Med.	N/A

Please sign by November 1, 2014

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
5	100 Mbps Per Packet Class of Service	10 Mbps	Bus. Critical - Med.	N/A
6	100 Mbps Per Packet Class of Service	10 Mbps	Bus. Critical - Med.	N/A
7	1 Gbps Per Packet Class of Service	100 Mbps	Bus. Critical - Med.	N/A
8	1 Gbps Per Packet Class of Service	1000 Mbps	Bus. Critical - Med.	N/A
9	100 Mbps Per Packet Class of Service	50 Mbps	Bus. Critical - Med.	N/A

Table 3 – Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	[Select]	[Select]	[Select]	[Select]	[Select]
2	[Select]	[Select]	[Select]	[Select]	[Select]
3	[Select]	[Select]	[Select]	[Select]	[Select]
4	[Select]	[Select]	[Select]	[Select]	[Select]
5	[Select]	[Select]	[Select]	[Select]	[Select]
6	[Select]	[Select]	[Select]	[Select]	[Select]
7	[Select]	[Select]	[Select]	[Select]	[Select]
8	[Select]	[Select]	[Select]	[Select]	[Select]
9	[Select]	[Select]	[Select]	[Select]	[Select]

Table 4 – Meet Point (if applicable)

Connection Type	Connection Speed	Distance	Quantity	Location (LATA)
[Select]	[Select]	[Select]		
[Select]	[Select]	[Select]		

End of Document

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

TO: Members of the Governing Board

SUBJECT: REGROUP CONTRACT FOR EMERGENCY
NOTIFICATION SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

Pursuant to the Jeanne Clery Act, every college must have the ability to make emergency notifications and timely warnings to their entire campus. This includes faculty, staff, and students on the campus at the time of the broadcast, as well as away.

Additionally, the Solano Community College President's Advisory Council on Emergency Preparedness (PACEP) was established to create an Emergency Mass Notification Plan to install, maintain, and utilize such a system on Solano Community College (SCC) campuses in accordance with the communication goals of PACEP.

Board approval is requested to contract with Regroup to setup and support SCC's Emergency Notification System. Regroup offers a one-click multi-platform emergency notification system that can send out messages via email, text messages/SMS, voice broadcast, Web site, RSS, pagers, mobile devices, and social media. The annual fee for this contract is \$12,800.00.

Attached is the contract for review.

Government Code: 20 USC §1092(f) Board Policy: Estimated Fiscal Impact: \$12,800

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Eric Thelen
Chief of Police

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

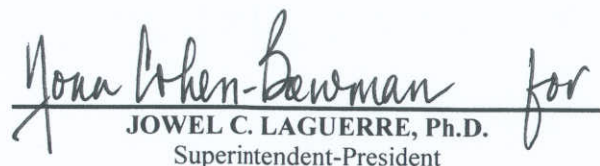
ADDRESS

(707) 864-7000 ext. 7224

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

September 5, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

regroup

Statement of Work



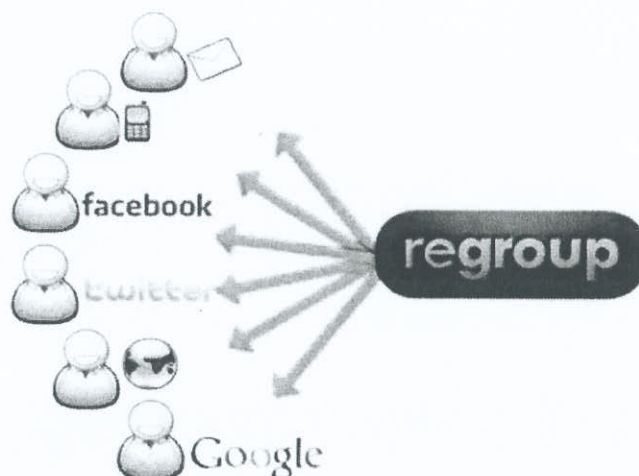
September 8, 2014
Beverly Guerra,
Business Development Representative

Regroup
709 Noe St.
San Francisco, CA 94114
P. 775.476.8710
F. 415.520.9422
www.regroup.com

Background:

Regroup is a powerful Emergency Notifications Platform. We were founded at Stanford University 8 years ago to solve the need that students and administrators have for effective messaging across various methods. We differentiate ourselves from many systems in that:

- We are the easiest to use.
- We offer proven reliability and throughput.
- We integrate with social media like Facebook and Twitter.
- We offer unlimited text messaging and voice messaging.
- Our product integrates and embeds seamlessly into schools' own websites.
- We can automatically populate Emergency Notification lists from any database, such as Sungard Banner, Datatel Colleague, Peoplesoft, and Pearson PowerSchool. We are also the official ENS provider to Datatel's 800 higher education clients.
- We offer a one-click multi-platform emergency messaging service that can go out via: email, SMS, Voice, your own website, RSS, Pagers and Mobile devices, and even Facebook and Twitter.
- We offer both opt-in and opt-out options for contact lists.
- We can be used both for Emergency Messaging and for Day-to-Day messaging (e.g. Registrar, Athletics, Clubs).
- We are the best value on the market and save schools money.



Email | SMS | Voice | Facebook | Twitter | Your website | Search

Our system sends out:

- 10K emails per minute;
- 10K standard SMS/minute;
- 3K premium SMS/minute;
- 3K voice/minute.

Premium SMS and Voice messaging throughput can be increased by request.



Description of selected Similar Projects:

- University of Alabama at Tuscaloosa's registrar's office uses us for critical alerts to their 30,000 students such as registration and graduation deadlines.
- Aquinas College, a Regroup client located in Nashville, Tennessee, faced a natural disaster of extreme flooding that started on Sunday, May 1st – the week of their exams. Their Campus Safety administrator was away from home, and called our support line that Sunday. *"We're flooded – we've never seen anything like it! We're not at our computers, and we have to send out an alert to let everyone know that school is closed tomorrow and there are no exams!"* Via Regroup's help line, we sent the emergency notification out to their students, successfully communicating the cancellation of exams the following day.
- SUNY Schenectady has used us for emergencies ranging from the breakage of a water main pipe to H1N1 virus alerts to Snow Cancellations and more. They were previously using a NY-state provided alert system, and switched to us as we offer better delivery time, throughput, and reliability. Students at SUNY Schenectady have been using Regroup as a platform to communicate, to create more student clubs and organizations. A video interview with their Dean about the Regroup service and why they've stayed with us for years is available on the Regroup blog at <http://www.regroup.com/static/blog>.

Additional examples of integrations with school websites and for our Emergency Notification System include:

- Frostburg State University in Maryland
- Oklahoma City Community College <http://www.occc.edu/can>

Regroup is prepared to give top priority to the setup and support Solano Community College's Emergency Notifications System.

Client name	Solano Community College
Client's administrator	Eric Thelen
Project name	Regroup
Engagement duration	12 months
Begin date	Upon signature

Schedule of rates

<i>Item description</i>	<i>Cost</i>
Initial set up fee	Complimentary
Regroup Annual Subscription*	\$12,300.00
Unlimited SMPP Premium Text/Voice Messages	Complimentary
Unlimited Standard Text Messaging	Complimentary
Unlimited Support and Training	Complimentary
Unlimited Data and Opt In/ Opt out Groups	Complimentary
Emergency Messaging Functionality	Complimentary
System Upgrades	Complimentary
Scheduled Messaging	Complimentary
Standard Website integration and embed	Complimentary
Database integration (e.g. Banner, Datatel, Peoplesoft, Jenzebar)	Complimentary
ATI Systems Integration	Complimentary
Single Sign On Integration	\$1,500.00
One time discount	-\$1,000
Regroup annual subscription	\$12,800.00
Regroup 2 year subscription	\$23,040.00
Regroup 3 year subscription	\$32,640.00

Multi-Year Discount:

*Regroup offers a discount for schools that pay in advance for multiple years. The discount applied is 10% for 2 years and 15% for 3 years, and is extended when payment will be made in full within 30 days of the start of the first year's term. This discount is applied to the entire package (base + options). For example, a total package of \$10K annually would be \$18K for 2 years (\$2K savings), or \$25.5K for 3 years (\$4.5K savings).

Optional Services Description:

Any costs associated with optional services (such as single sign-on, website integration, or database integration) are annual. Initial implementation of the optional services is complimentary.

Messaging:

All messaging (email, website integration, Facebook, Twitter, standard Text messages) is free and unlimited including a) premium text messaging and b) voice messaging. Standard Text messages are sent via the SMTP protocol. For Standard Text messages, the carrier (e.g. AT&T) must be known. Premium Text messages are sent via direct (SMPP) connection. They do not require carrier information.

Website integration:

Regroup can be branded and customized to fit within a school's own website and color scheme. For examples, please see www.occ.edu/can, www.frostburg.edu/regroup, www.sunysccc.edu/student/regroup, www.nmhu.edu/regroup, and the "update your information link" on <http://www.aquinascollege.edu/main/login.php>

Database integration:

Database integration enables an automated upload of student data to our database so that your notification lists are always up to date. (This saves the manual work of uploading .csv files via the web interface by taking your student and admin records directly from your database and synching them regularly with Regroup). We have a secure ftp to which your database will post automatically-generated .csv files with contact information. This method of uploading users requires minimal setup to create a scheduled script to send the data to Regroup. Our system automatically recognizes any new files that you post to the ftp; so it can be set up to synch as often as wanted, for example weekly.

Single Sign-On (e.g. LDAP):

Regroup can integrate with your school's username and password system. For example, at www.occ.edu/can, they've chosen to enable LDAP via Regroup so that students can log in with their OCC username and password.

Digital Signage, siren and desk top alert integration

Customizable features can be included into your package to provide a bespoke platform for your school's needs. Please discuss specific requirements directly with the sales team.

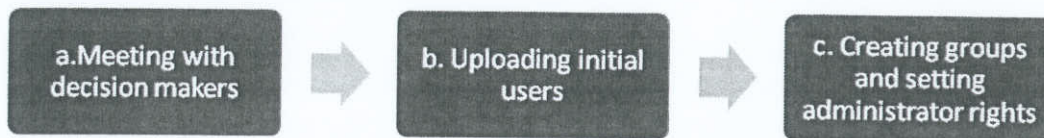
Project schedule

Phase	Completion date
Regroup order form execution	Upon Signature
Delivery date for payment	21 days from execution
Initial implementation meeting with client project manager	Within one business day of contract execution
Implementation of groups identified by client	Generally within 3 days of initial implementation meeting
Integrations (if applicable)	Generally within 14 days of initial implementation meeting

regroup

Implementation will start immediately upon signature.

Groups can be fully set-up and operational within 24-72 hours. Website integration and implementation will move forward at a pace set by the client. Our standard website integration is done within one month.



Phase 1. Completed 24-72 hours after receiving information.

Site branding, custom embed,
and other custom options
such as LDAP integration.

Phase 2

Assumptions

After the initial implementation meeting, there will be a schedule of client deliverables usually limited to user/member contact information. After this data has been provided to the Regroup implementation team, the client's network and groups can be set up and operational within 1-3 business days.

Training and Support

There will be no additional cost for remote training or support.

Upgrades

Standard platform upgrades will be automatically added.

Payment

We expect payment within 21 days. For late payments, we reserve the right to charge an additional 1.5% interest per month.

Renewal

This Statement of Work shall automatically renew for successive one (1) year terms unless it is terminated in accordance with the Agreement or a party informs the other party it does not wish to renew in writing. Notice must be provided at least 30 days before the start of the following term, and may be provided by e-mail.

30 Day Guarantee

Regroup will honor a 30-day cancellation period. If you are dissatisfied with your service for any reason, you may cancel your account anytime within 30 days of execution of this statement of work. Notice must be provided in writing before the end of the 30th day, and may be provided by e-mail.

Expiration

Pricing extended in this document will be honored for 30 days.



Please check which options you would like:

___ Regroup annual subscription (\$12,800.00)

___ Regroup 2 year subscription (\$23,040.00)

___ Regroup 3 year subscription (\$32,640.00)

___ Total (\$)

Acceptance and authorization

The terms and conditions of the Regroup Terms of Service apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Full name

Title

Signature

Date

Joe DiPasquale

Full name

CEO, Regroup

Title

Joseph DiPasquale

Signature

September 8, 2014

Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ACCREDITATION MIDTERM REPORT

REQUESTED ACTION: APPROVAL

SUMMARY:

The College has been working on a Midterm Report in Response to the ACCJC action letter dated February 7, 2014, requiring that the College demonstrate recent changes implemented have resolved deficiencies and standards have been sustained.

Dr. Annette Dambrosio, Accreditation Coordinator, will present to the Board for approval the Accreditation Midterm Report to be submitted to the ACCJC by October 15, 2014. A copy will be provided to the Board under separate cover. A complete copy is available for review on the Solano College Web Site at: http://www.solano.edu/governing_board/meetings.php.

Government Code: *ACCJC Standards* Board Policy: *2070* Fiscal Impact: *N/A*
CEO 2013-2014 Goals: *#1 – Strengthen Accreditation Reports*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Dr. Annette Dambrosio
Accreditation Coordinator

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

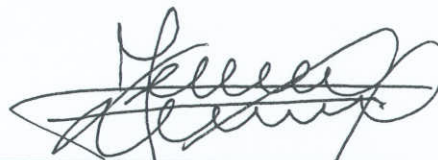
707 864-7102

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

September 5, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

September 5, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: NEW JOB DESCRIPTION
FIRE TECHNOLOGY PROGRAM ACADEMY DIRECTOR
(Administrative Leadership Group)

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY

The Fire Technology Program/Academy Director will be responsible for the administration of the Fire Technology Program and Fire Academy. This position is required by the State Fire Marshall's office as part of having an accredited Fire Academy and program.

Approval is requested at this time.

Government Code: 88001, 88009,
880013

Board Policy: 4720

Estimated Fiscal Impact: *Unknown*

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

360 Campus Lane, 201
Fairfield, CA 94534

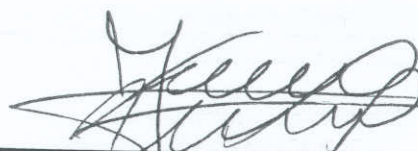
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: FIRE TECHNOLOGY PROGRAM/ACADEMY DIRECTOR

BASIC FUNCTION:

Under the direction of the assigned dean, the Fire Technology Academy Director is responsible for the overall administration, supervision and coordination of the Fire Technology Program, including degree, certificate and firefighter academy. The Director, in coordination with the assigned Dean, is responsible for coordinating the integration of the instructional components of the Fire Technology Program including the selection and evaluation of faculty and classified staff, preparing faculty assignments, curriculum development, scheduling classes, and program development and monitoring. The Director interfaces with all sectors of the community to select and market courses effectively. Under direction of the assigned Dean, the Director is responsible for program budget development and monitoring. The Fire Technology Program/Academy Director is responsible for establishing and maintaining an atmosphere of mutual respect and cooperation with the constituent groups served by the Fire Technology Program and Fire Academy. This is a full-time, 10 month position Educational Administrator position with benefits.

REPRESENTATIVE DUTIES:

- Under the general supervision of the Dean, manage the development, maintenance, and administration of a comprehensive Fire Technology program, including the Fire Academy.
- Make recommendations to the Dean on the recruitment, selection, and development of academic and classified personnel within the program; conduct orientation of staff and students in the Fire Academy and Fire Technology program.
- Ensure that all Fire Technology courses, curriculum, and programs comply with applicable laws, other federal, state, and local requirements, District rules and regulations; California Education Code, accreditation standards, and collective bargaining agreements.
- Direct and implement the development and management of the Fire Technology/Fire Academy program budget; supervise the preparation of budgets and, upon approval, assume overall responsibility for timely and accurate implementation; develop and implement externally funded initiatives; plan resource allocations for facilities, equipment, and technologies that support the Fire Technology Program and Fire Academy.

- Make recommendations to the Dean on the development and implementation of class schedules and faculty assignments in accordance with student needs, program outcomes; and collective bargaining agreements.
- Carries a teaching assignment when required.
- Coordinates all support activities, including facilities, equipment, registration, notification and provides day-to-day management and supervision of students and student records.
- Oversees activities of the Fire Academies – including problem solving issues, monitoring enrollments, assisting students, providing new faculty orientations, locating resources and outreach to the community.
- Maintains liaison with fire agencies and Federal, state, and local regulatory agencies to maintain currency and effectiveness of presentations in each of the certified courses (NFPA, State Fire Marshal's Office, Solano County Fire Training Officers and Solano County Fire Advisory Committee).
- Develop, implement, direct, and evaluate activities related to articulation with secondary schools and matriculation activities with the college, including recruitment, admissions, assessment, advisement, and retention of students.
- Coordinate the establishment and implementation of advisory committees; and promote the inclusion of students in the shared decision-making process.
- Serve as the liaison to local and regional fire technology agencies, fire departments, and other community agencies related to the program; serve as representative of the College for all program-related matters.
- Prepare financial reports, presentations, brochures, accreditation reports, and other documents containing metrics and information pertaining to the Fire Technology program and Fire Academy.
- Consult with federal, state, county, and local agencies in developing and administering training programs; interview representatives from such agencies to determine business needs and ensure that program objectives are aligned with those needs.
- Attend local, regional, state, and national conferences and meetings associated with the assigned programs.
- Research, identify, and evaluate appropriateness of grant opportunities in relation to the goals and objectives of the Fire Technology Program and Fire Academy.

- Represents the Department to the campus community, other agencies and the community at large.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Possession of a master's degree in public administration, fire science, fire technology, or a related field; five years of fire service experience; ability to meet minimum qualifications for Fire Technology faculty, including completion of State Fire Marshal Instructor 1A and 1B courses or State Fire Marshal Instructor Certificate; AND one year of formal training, internship, or leadership experience reasonably related to the administrative assignment; OR the equivalent.

PREFERRED QUALIFICATIONS:

- Experience working at the management level in firefighting.
- Experience working in a community college environment.

KNOWLEDGE OF:

- Fire Technology State certified course management, development, and delivery of (FSTEP and Fire Officer Courses).
- Current legislative and state regulatory changes within each of the state certified courses.
- Modern firefighting and rescue principles, practices, techniques, and procedures, including the operation and maintenance requirements of fire apparatus and equipment to be utilized in training.
- Current methodology of the community college role in presenting Career Technical Education training.
- Program review (goals and objectives) and evaluation process.
- Program Learning Outcomes and Student Learning Outcomes and for the Fire Technology courses and program and Fire Academy.
- Risk management assessment and techniques.

PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an

employee to successfully 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 stand and sit for long periods of time, walk short distances on a regular basis, 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; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at campus locations.
- All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 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 here 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 a community college financial aid office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. The employee is occasionally exposed to vehicle traffic when traveling to attend off-campus meetings. The work environment is noisy.

MM/mc: 09.05.14

Board approved: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISED JOB DESCRIPTION CHIEF OF STAFF
(Confidential – Administrative Leadership Group)

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The minimum qualifications for the Chief of Staff job description were revised to expand and broaden the applicant pool to attract highly qualified individuals.

Government Code: 88001; 88009; 880013 Board Policy: 4720 Estimated Fiscal Impact: N/A

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

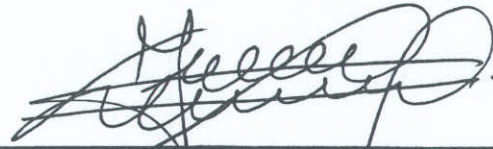
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

September 5, 2014
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: CHIEF OF STAFF (Confidential)

GENERAL RESPONSIBILITIES:

Assists the president in day-to-day operation of the President's Office and the college. Serves as a conduit between the SP and the administration, governance entities (union, students, staff, and faculty). Ensures implementation of projects in support of the College and the community. Serves as ombudsman for the Office of the President. Provides directions and clarification for administrative staff. Chairs the ALG group. Serves as liaison with the Board of Trustees.

ESSENTIAL DUTIES:

- Assists the president in day-to-day operation of the President's Office and the College. Be the second line of intervention for inquiries.
- Serves as a conduit of general information between the SP and the administration, governance entities (union, students, staff, faculty) by providing access to the president as needed and resolving issues that do not require his/her intervention.
- Ensures implementation of projects in support of the College and the community. Ensures proper follow-up from community, business, elected officials and industry partners. Participates in appropriate meetings and disseminate tasks and work to appropriate groups or individuals. Send reminders and does follow-ups to ensure tasks are accomplished. Keeps the SP and others posted on the progress and outcome of efforts.
- Serves as ombudsman for the Office of the President internally campus wide.
- Provides directions and clarification for administrative staff. Ensures administrative staff members have access to information and policies that allow them to be effective in their duties.
- Chairs the ALG group meetings: Calls for agenda items, schedules regular meetings and ensure follow-up on commitments made at the meeting.
- Represents the SP in the community: Represents the President at meetings in the community in his/her absence and attends high-level commitment meetings and does proper follow-up in his/her support.
- Functions in the President's stead with members of the Board of Trustees when necessary.

- Reviews all agenda items that will be included in the Board of Trustees meeting agenda prior to review by the President and President of the Board.
- Serves as liaison with the elected city, county officials and the county legislative delegation.
- Attends all Board of Trustees meetings.
- Assumes other duties as assigned by the President.

KNOWLEDGE, SKILLS AND ABILITIES:

- Evidence of ability to organize and schedule complex activities/logistics and to multi-task.
- Evidence of ability to clearly and effectively present ideas in meetings and compose and deliver oral presentations.
- Demonstrated proficiency with technology, specifically, the Microsoft Office Suite.
- Extent of knowledge and familiarity with traditional and technology-based medium and seeking data to support proposals.
- Evidence of ability to work independently to achieve stated goals.
- Evidence of supervisory and project management experience.
- Extent of ability to build successful professional relationships with internal and external communities.
- Extent of knowledge of enterprise resource planning and data management systems.
- Extent of ability to work collaboratively with all areas of the institution to contribute to the team environment.

EDUCATION AND EXPERIENCE:

- ~~Master's degree.~~ ***Bachelors required. Masters preferred***
- ~~Five years administrative experience in an academic institution.~~ ***3+ years of experience in an administrative support position; highly preferred within an academic institution.***
- ~~Three years supervisory experience.~~ ***1-2 years of supervisory experience***

These requirements will be commensurate with the replacement of current staff.

KNOWLEDGE, SKILLS AND ABILITIES:

Must be knowledgeable of trends in affirmative action and EEO laws; knowledgeable of trends in higher education; able to write and speak standard English; capable of organizing small and large functions (retreats, meetings, conferences, etc.); and must be able to use various technology tools in the workplace).

PHYSICAL DEMANDS:

- *The physical demands described here are representative of those that must be met by an employee to successfully 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 stand and sit for long periods of time, walk short distances on a regular basis, 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; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at campus locations.*
- *All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 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 here 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 a community college financial aid office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. The employee is occasionally exposed to vehicle traffic when traveling to attend off-campus meetings. The work environment is noisy.

Board approved: 8/21/13

MC/mc

Revised: 09/05/14

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

TO: Members of the Governing Board

SUBJECT: **FIRST READING - SOLANO COMMUNITY COLLEGE
DISTRICT POLICIES, SERIES 1000 – BOARD POLICY NO.
TBD DISTRIBUTION OF TICKETS OR PASSES - NEW**

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The revised policies and procedures have been reviewed through the Board Policies and Procedures Adhoc Subcommittee and are being presented for information. They have been vetted through the Shared Governance Council and Superintendent-President's Cabinet. Approval will be requested at the next regular meeting of the Board.

- Policy No. TBD – Distribution of Tickets or Passes - New
- Board Procedure No. TBD – Distribution of Tickets or Passes - New

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

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Jowel Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

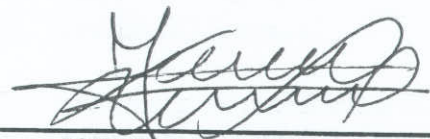
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

September 5, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRIBUTION OF TICKETS OR PASSES

TBD

POLICY:

From time to time, the District receives tickets or passes to community facilities, events, shows, or performances for an entertainment, amusement, recreational, or similar purpose. The District will distribute these tickets or passes when attendance at the event will further the District's mission or will significantly contribute to the professional development of an employee or a member of the Board of Trustees.

**REFERENCES/
AUTHORITY:**

Title 2, Section 18944.1

BP TBD

ADOPTED:

XXXXXXXXXXXX

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRIBUTION OF TICKETS OR PASSES

TBD

PROCEDURES

The District will distribute the ticket or pass to the person who will benefit most directly or whose regular role in the District most directly relates to the facility, event, show, or performance. If more than one person would benefit equally or their role relates equally to the facility, event, show, or performance, the District will select one person to receive the ticket or pass by lot or rotation. The person receiving a ticket or pass pursuant to this procedure may not transfer the ticket or pass to any other person.

When the District provides a ticket or pass to an official of the District, the ticket or pass is not subject to the gift reporting provision of Policy 1019 titled Conflict of Interest so long as the official treats the ticket or pass as income consistent with applicable state and federal income tax laws and the District reports the distribution of the ticket or pass as income to the official and on its Web site as set forth below.

For each ticket or pass distributed, including those which the recipient treats the ticket or pass as income consistent with applicable state and federal income tax laws according to the paragraph above, the District will complete the California Fair Political Practices Commission (FPPC) Form 802. The District will post these completed forms on its Web site.

REFERENCES/

AUTHORITY: Title 2, Section 18944.1

BPROC TBD

REVIEWED: XXXXXXXXXX

AGENDA ITEM 16.(b)
MEETING DATE September 17, 2014

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

TO: Members of the Governing Board
SUBJECT: CCFS-311Q FINANCIAL REPORT, FOURTH QUARTER,
FY 2013-2014
REQUESTED ACTION: INFORMATION

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the fourth quarter of FY 2013-2014 is attached for the Board's review and information.

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

SUPERINTENDENT'S RECOMMENDATION: ☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

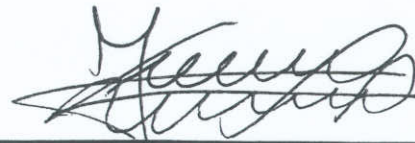
707-864-7209

TELEPHONE NUMBER

Finance & Administration
ORGANIZATION

September 5, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 5, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2013-2014

Quarter Ended: (Q4) Jun 30, 2014

District: (280) SOLANO

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Yulian Ligioso

CBO Phone: 707-864-7209

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Jowel Laguerre

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: 08/15/2014

District Contact Person

Name: Patrick Killingsworth

Title: Director of Fiscal Services

Telephone: 707-864-7000

Fax: 707-846-2066

E-Mail: patrick.killingsworth@solano.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4554
Sacramento, California 95814-6511

Send questions to:

Christine Atallig (916)327-5772 atallig@ccco.edu or Tracy Britton (916)323-6899 tbritton@ccco.edu

© 2007 State of California. All Rights Reserved.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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

District: (280) SOLANO

CHANGE THE PERIOD ▾

Fiscal Year: 2013-2014

Quarter Ended: (Q4) Jun 30, 2014

Line	Description	Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
As of June 30 for the fiscal year specified					
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	51,482,327	45,837,026	47,548,696	46,195,224
A.2	Other Financing Sources (Object 8900)	17,825	3,955	5,092	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	51,500,152	45,840,981	47,553,788	46,195,224
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	48,735,784	47,214,550	43,981,804	47,499,226
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	375,461	128,058	157,885	0
B.3	Total Unrestricted Expenditures (B.1 + B.2)	49,111,245	47,342,608	44,139,689	47,499,226
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	2,388,907	-1,501,627	3,414,099	-1,304,002
D.	Fund Balance, Beginning	3,207,000	5,713,219	2,800,420	6,214,519
D.1	Prior Year Adjustments + (-)	117,312	-1,411,172	0	-553,215
D.2	Adjusted Fund Balance, Beginning (D + D.1)	3,324,312	4,302,047	2,800,420	5,661,304
E.	Fund Balance, Ending (C. + D.2)	5,713,219	2,800,420	6,214,519	4,357,302
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.6%	5.9%	14.1%	9.2%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	9,393	8,523	7,056	6,196
-----	---	-------	-------	-------	-------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		-4,436,641	1,377,969	1,668,022
H.2	Cash, borrowed funds only		1,404,826	3,200,000	0
H.3	Total Cash (H.1+ H.2)	2,913,700	-3,031,815	4,577,969	1,668,022

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,778,090	46,778,090	46,195,224	98.8%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	46,778,090	46,778,090	46,195,224	98.8%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,287,694	47,287,694	47,499,226	100.4%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	0	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	47,287,694	47,287,694	47,499,226	100.4%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-509,604	-509,604	-1,304,002	
L.	Adjusted Fund Balance, Beginning	6,353,451	6,353,451	5,661,304	
L.1	Fund Balance, Ending (C. + L.2)	5,843,847	5,843,847	4,357,302	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	12.4%		

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

YES

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify)	Management	Academic	Classified
	Permanent	Temporary	

Year	Year	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:									
Year 1: 2013-14								77,000	1.67%
Year 2:									
Year 3:									
b. BENEFITS:									
Year 1: 2013-14								20,700	1%
Year 2:									
Year 3:									

* 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.
The increase will be funded by the general fund.

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

YES

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

At the end of the third quarter, the district had a plan for expanded summer offerings that we felt could achieve 6,500 FTES. However, the summer offerings did not result in the increased FTES we had planned, and final FTES came in just under 6,200. As a result, revenues for 2013-14 and budgeted 2014-15 have been reduced by approximately \$1,400,000 in each period. Reserves are adequate to cover the revenue shortfall in 2013-14.

The district settled a contract with CSEA, agreeing to a 1% increase on schedule pay rates and .67% off schedule for FY2013-14,

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

This year?
Next year?

NO
YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
We are currently reviewing spending controls to address the revenue shortfall for 2014-15.