

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **ADMINISTRATION OF OATH OF OFFICE TO  
RETURNING BOARD MEMBERS**

**REQUESTED ACTION:** **NOT APPLICABLE**

**SUMMARY:**

In accordance with Education Code 5017, the oath of office will be administered to the following returning Board members:

<u>Name</u>	<u>Representing</u>	<u>Term</u>
Sarah E. Chapman, Ph.D.	Vacaville	Four Years
Denis Honeychurch, J.D.	Fairfield, Travis Air Force Base, Vacaville,	Four Years
Pam Keith	Vallejo	Four Years
A. Marie Young	Vallejo	Four Years

*Government Code: EC 5017 Board Policy: 1008; 1012 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

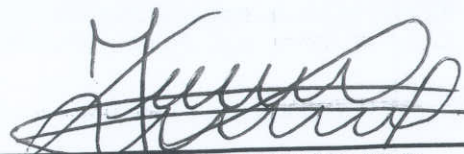
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

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



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

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

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **ANNUAL ORGANIZATIONAL MEETING OF THE  
GOVERNING BOARD**

**REQUESTED ACTION:** **APPROVAL**

**SUMMARY:**

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designated the Board meeting of December 17, 2014, as the annual organizational meeting of the Governing Board. This involves the tasks listed below:

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

Government Code: *Board Policy: 1015, 1026, and 1025* Estimated Fiscal Impact: \$ *N/A*  
**72000(c)(2)(A)**

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

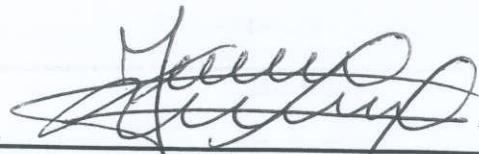
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Administration  
**ORGANIZATION**

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



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

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

**SOLANO COMMUNITY COLLEGE  
GOVERNING BOARD PROCEDURES**

**REGULAR MEETINGS**

**Policy 1025**

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

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

January 21, 2015  
*January 24, 2015 – Board Retreat*  
February 4, 2015  
February 18, 2015  
March 4, 2015  
March 18, 2015  
April 1, 2015  
April 15, 2015  
May 6, 2015  
May 20, 2015  
June 3, 2015  
*June 6, 2015 – Board Retreat*  
June 17, 2015  
July 15, 2015  
August 5, 2015  
August 19, 2015  
September 2, 2015  
September 16, 2015  
October 7, 2015  
October 21, 2015  
November 4, 2015  
November 18, 2015  
December 2, 2015  
December 16, 2015

JCL:js  
BD MTG CAL.2015

Reviewed by Governing Board for Information: December 3, 2014  
Approved by Governing Board: December 17, 2014



AGENDA ITEM 9.(b)  
MEETING DATE December 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>
Crishna Lee	Purchasing Technician/Buyer (Range 14/Step 2)	12/18/14
Carica Macariola	Kinesiology/Athletic Assistant (Range 10/Step 1)	12/18/14
TBD	Business Operations Coordinator, Bond	TBD
Jocelyn Mouton	Dean of Counseling	12/18/14
TBD	Executive Assistant, Human Resources	TBD
TBD	Reading/Writing Lab Technician	TBD
Leslie Minor	Vice President, Academic Affairs	1/01/2015

**Short-term/Temporary/Substitute**

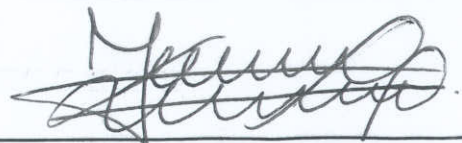
<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Christopher Hartman	Counseling Matriculation	Student Success and Support Program	10/25/14 – 06/30/15	\$54.55 hr.
Maria Hernandez-Becerra	Counseling Matriculation	Student Success and Support Program	10/25/14 – 06/30/15	\$61.17 hr.
Cynthia Jourgensen	Drafting	Perkins	01/13/15 – 06/30/15	\$54.56 hr.
Linda Kelly	Counseling Matriculation	Student Success and Support Program	10/25/14 – 06/30/15	\$54.55 hr.
Carica Macariola	Athletic Assistant II	General Fund	12/01/14 – 12/18/14	\$14.88 hr.
Sam Maher	Technology Specialist	Bond Fund	12/18/14 – 01/16/15	\$19.73 hr.

**Wade Larson, D.M.**

Associate Vice President, Human Resources

December 5, 2014

**Date Submitted**



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

Superintendent-President

December 5, 2014

**Date Approved**



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

**Short-term/Temporary/Substitute – continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Nathaniel Murphy	Technology Specialist	Bond Fund	12/18/14 – 01/16/15	\$19.73 hr.
Stephanie Parrish	ESL/Spanish Instruction	Workforce Development & Continuing Education	01/01/15 – 06/30/15	\$58.59 hr.
Steven Swanson	Technology Specialist	General Fund	11/20/14 – 02/27/15	\$19.73 hr.
Jeffrey Young	Counseling Matriculation	Student Success and Support Program	10/25/14 – 06/30/15	\$54.48 hr.
Amani Howell- Jennings	Instructional Assistant	Equity Funds	1/7/15-6/30/15	\$14.58 hr.

**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Shondra Avery	Workshop Presenter	01/15/15 – 01/29/15	\$720.00
Shondra Avery	Workshop Presenter	02/05/15 – 02/26/15	\$720.00
Deborah Barlow	Piano accompanist	08/12/14 – 09/30/14	\$490.62
Deborah Barlow	Piano accompanist	10/01/14 – 10/31/14	\$490.62
Greg Begin	Workshop Presenter	01/13/15 – 01/13/15	\$265.00
Greg Begin	Workshop Presenter	02/10/15 – 02/10/15	\$265.00
Sherry Currie- Proctor	Workshop Presenter	01/15/15 – 01/29/15	\$720.00
Sherry Currie- Proctor	Workshop Presenter	02/05/15 – 02/26/15	\$720.00
Jacqueline Jones	Workshop Presenter	01/06/15 – 01/16/15	\$720.00
Jacqueline Jones	Workshop Presenter	02/03/15 – 02/20/15	\$720.00
Kerry Pilley	Workshop Presenter	01/13/15 – 01/20/15	\$720.00
Kerry Pilley	Workshop Presenter	02/10/15 – 02/20/15	\$720.00
Darcia Tipton	Set designer and props for Fall 2014 Musical	09/18/14 – 10/20/14	\$2000.00
Rebecca Valentino	Costume Designer for Fall 2014 Musical	09/18/14 – 10/20/14	\$2000.00
Noel Vargas	Workshop Presenter	01/05/15 – 01/21/15	\$720.00
Noel Vargas	Workshop Presenter	02/02/15 – 02/18/15	\$720.00
Tyffany Wanberg	Workshop Presenter	01/13/15 – 01/27/15	\$1200.00
Tyffany Wanberg	Workshop Presenter	02/03/15 – 02/24/15	\$1440.00

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: DISTRICT RECLASSIFICATION  
ATHLETIC ASSISTANT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to reclassify the Physical Education/Athletic Assistant (Range 9) to Kinesiology/Athletic Assistant (Range 10).

This is a District Initiated Reclassification and the process has been vetted through Local 39.

Government Code: 88001, 88009,  
880013

Board Policy: 4720

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Wade Larson, Associate Vice President  
Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

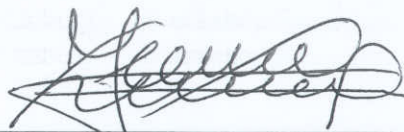
ADDRESS

707 864-7263

TELEPHONE NUMBER

Administration  
ORGANIZATION

December 5, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

December 5, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

AGENDA ITEM 9.(d)  
MEETING DATE December 17, 2014

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

**TO: Members of the Governing Board**  
**SUBJECT: REVISED JOB DESCRIPTION  
DEAN OF HEALTH SCIENCES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY**

Minor revisions were made to the representative duties of the Dean of Health Sciences to include the Certified Nursing Assistant program as well as kinesiology, sports medicine/fitness science, nutrition, health education and dance. No changes were made to minimum qualifications.

*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

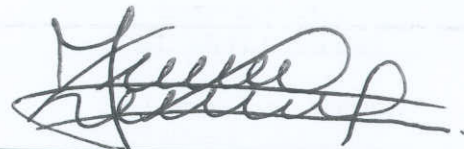
**ADDRESS**

707 864-7263

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Administration  
**ORGANIZATION**

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



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

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



## **SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS**

### **CLASS TITLE: DEAN OF HEALTH SCIENCES (Educational Administrator)**

#### **BASIC FUNCTION:**

Under the direction of the Vice President of Academic Affairs, the Dean of the School of Health Sciences plans, organizes, administers, develops, and evaluates the projects and activities of assigned academic programs; provides leadership for faculty and staff to offer high quality educational services for College students; supervises and evaluates the performance of assigned personnel; and works collegially with faculty and staff. The School Dean supervises both full-time and part-time faculty, classified personnel, and student workers.

#### **THE SCHOOL**

The School of Health Sciences includes programs in Nursing, including the Associate Degree in Nursing and Certified Nursing Assistant certificate, the Emergency Medical Technician programs, pre-nursing, post-degree credit and continuing education courses in Nursing. In addition, the School of Health Sciences houses departments and programs in kinesiology, sports medicine/fitness science, nutrition, health education and dance.

#### **REPRESENTATIVE DUTIES**

##### **Program Development**

Provide leadership for program development. Work with faculty and staff to determine needs for curriculum or program additions, modifications, and deletions.

Set priorities for resource needs; produce program analysis and three-year plans and participate in strategic and long-range planning for the District.

Prepare documents for program and course development; produce accurate schedules, catalog information and program publicity.

Prepare reports and grant applications.

Work with faculty and staff to develop ideas for program improvement and investigate resources for development through grants and special projects.

Maintain current knowledge of new developments and innovations in community colleges and higher education in areas of division specialty.

Recommend changes to maintain relevance of School programs to meet student and community needs.

Work cooperatively with Student Services personnel to develop appropriate and effective assessment and testing methods and practices relevant to division course/program offerings.

### **Schedule and Budget Management**

Consult collegially with faculty and staff regarding appropriate schedule of classes to meet the needs of students

Assign faculty to teach classes, monitor schedules and workload for accuracy throughout the semester according to provisions of the collective bargaining agreement.

Assure accurate and timely attendance reporting for all courses offered in the School and assign substitutes.

Exercise leadership in the development and management of the school budget; administer financial resources consistent with District policy and sound financial management principles.

Evaluate, approve, and process school/area requests for supplies and equipment.

### **Supervision and Contract Administration**

Communicate with faculty and staff by holding regular meetings and in-service training to facilitate planning and decision-making for the division and to keep faculty and staff informed about issues and projects for the overall College program.

Encourage excellence in teaching; orient new faculty and staff; work with faculty and staff to determine needs for staff and faculty development; plan appropriate school staff and faculty development activities including flexible calendar days; contribute to record keeping for staff and faculty development accountability.

In conjunction with school staff, analyze staffing needs and make recommendations to the Vice President; assist in development of job descriptions for new positions.

Assist in development of targeted recruitment for job positions within the school.

Organize and serve on committees for hiring and assure compliance with District personnel policies, procedures and practices for the employment of faculty, administrators, classified staff, student workers and short-term, temporary and substitute employees.

Mediate and resolve faculty, staff and student problems, complaints and first level grievances according to employee contracts and college policy and procedures.



## Dean of Health Sciences - Continued

Supervise and evaluate faculty, classified staff, student workers, and auxiliary personnel according to proper management practices, the District policies, procedures, collective bargaining contracts and state and federal regulations.

Implement content of collective bargaining agreements.

### **Administration-Outreach**

Communicate with leaders in the private and public sectors and in educational agencies to determine needs for new courses or support programs; serve as resource to the community.

Respond to requests for services from the community; organize appropriate responses. Facilitate academic partnerships between SCC faculty, faculty in feeder high schools and four-year transfer institutions; work closely with the articulation officer of the College to assure maximum course articulation.

Respond to requests for instruction from the community; organize appropriate classes, determine on which basis courses can be offered, and when appropriate, develop contracts for instruction, following through with budget and contract monitoring.

Establish functioning advisory committees as appropriate for the programs under the supervision of the dean.

Work with assigned manager to plan and coordinate vocational programs, to meet community needs in accordance with state and federal guidelines.

### **Administration-Record Keeping**

Direct and participate in the preparation and maintenance of records and reports related to division personnel; workload, schedule, enrollment, program review and budget.

Administer attendance accounting requirements and OAR responsibilities.

### **Administration-General**

Assist in implementation of Affirmative Action goals for the district.  
Serve as the evening administrator as assigned.

Perform other duties as assigned.

Supervise and evaluate staff.

Performs other duties as assigned by the Vice President of Academic Affairs.



## KNOWLEDGE AND ABILITIES

### KNOWLEDGE OF:

State and Federal codes, statutes and regulations that govern California community college student developmental and instructional services including: Federal regulations pertaining to the Family Educational Rights and Protection Act; Federal regulations pertaining to the certification of Veterans Educational Benefits; Federal regulations pertaining to the issuance of an I-20 and all reporting requirements in SEVIS; pertinent sections of Title 5 of the California Code of Regulations pertaining to student developmental, curriculum and institutional services; pertinent sections of California Education Code; Americans with Disabilities Act (ADA) compliance regulations; California State Chancellor's Office (Systems Office) legal opinions and advisories.

Comprehensive information databases, such as BANNER

Microsoft Office

Articulation agreements with other colleges/universities.

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

Evaluation methods.

Awareness of or familiarity with curriculum development and instructional management processes, course articulation, student matriculation process.

Budget preparation and control.

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

Effective interpersonal communication.

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

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

Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

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

Dean of Health Sciences - Continued

Shared Governance policy and procedures.

Principles of and protocols for collective bargaining.

State and Federal codes, statutes and regulations that govern California community college student services and learning support programs, including those relevant to participatory governance and collective bargaining.

Management Information Systems (MIS) and other reporting requirements for credit, noncredit, and community education.

The practical use of an Enterprise Resource Planning (ERP) system and office computer technology to facilitate and support student services and staff productivity.

ABILITY TO:

Collaborate with faculty and administrative staff in shared governance; in the practical use of Enterprise Resource Planning (ERP) systems as well as basic office computer technology to facilitate and support student services and staff productivity; in written communication, including reporting and funding proposals.

Communicate orally and in writing before groups, to facilitate meetings, and for reporting and preparing funding proposals; and to work effectively as part of a management team.

Plan, organize, develop and evaluate the programs, activities and curriculum of a College academic school.

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

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

Work effectively as part of a management team.

Foster team-building, goal development and accomplishment-leadership.

Be affable, multi-task, show grace under pressure and a genuine interest in the ideas and contribution of others, adaptability, and situational decision-making.

Provide MIS reporting requirements and other reporting requirements for credit, noncredit, and community education.

Present a positive image of the College in the community.



## Dean of Health Sciences - Continued

Train, supervise and evaluate personnel according to successful modern management theory and practices.

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

Maintain current knowledge of program rules, regulations, requirements and restrictions. Analyze situations accurately and adopt an effective course of action.

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

Understand the needs of the School in the context of the overall goals and priorities for the College as a whole.

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

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

Evaluate and support faculty and staff recommendations for program improvements and/or new program efforts.

Develop and manage grants and special projects.

Work within Board/District approved guidelines to establish positive media and community relations.

## **EDUCATION AND EXPERIENCE:**

### **Minimum Qualifications**

The minimum qualifications for this position include the following:

Possession of a Master's Degree or the equivalent in a discipline related to the assigned area.

The equivalent of two years of full-time post-secondary teaching experience in at least one discipline area taught in the Division.

One (1) year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment, which may, but need not be, concurrent with the required full-time faculty assignment.



Dean of Health Sciences - Continued

Extensive experience in public contacts that has demonstrated skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds. Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

CLA/ea: 01/10/13

Board approved: 01/16/13

Revised/DW: 12/1/14

DRAFT

AGENDA ITEM 9.(e)  
MEETING DATE December 17, 2014

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs**  
**Diane White, Interim Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Always Prepared CPR	Provide class materials, equipment, certification cards and training for 10 students.	December 4, 2014	Not to exceed \$700.00
Always Prepared CPR	Provide class materials, equipment, certification cards and training for 10 students.	February 4, 2015	Not to exceed \$700.00
Always Prepared CPR	Provide class materials, equipment, certification cards and training for 10 students. (2 Classes)	March 14, 2015 – March 15, 2015	Not to exceed \$1400.00
Always Prepared CPR	Provide class materials, equipment, certification cards and training for 10 students.	April 22, 2015	Not to exceed \$700.00
Corey Battle	Assistant Men's Basketball Coach	October 1, 2014 – May 31, 2015	Not to exceed \$3,000.00
Robert Cameron	Assistant Softball Coach	August 1, 2014 – June 30, 2015	Not to exceed \$2,000.00

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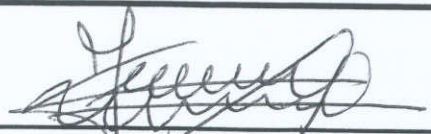
**Yulian I. Ligioso**

Vice President, Finance and Administration

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December 5, 2014

**Date Submitted**



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

Superintendent-President

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December 5, 2014

**Date Approved**

**Academic Affairs (Cont.'d)**  
**Diane White, Interim Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Janel Carrigan	Perform Faculty Entrepreneurship Champion Mini-grant activities	December 18, 2014 – June 30, 2015	Not to exceed \$5,000.00
John Harris	Coordinate Major Fundraising Activities for Baseball Team	September 1, 2014 – March 31, 2014	Not to exceed \$2100.00
Brian Houle	Assistant Baseball Coach	October 1, 2014 – September 30, 2015	Not to exceed \$4500.00
Nancy Moore	Basic Skills Mentor for Men's Basketball Team	September 1, 2014 – May 31, 2015	Not to exceed \$3000.00
North State Youth Improvement Association	Perform Faculty Entrepreneurship Champion Mini-grant activities	December 18, 2014 – June 30, 2015	Not to exceed \$5,000.00

**Human Resources**  
**Wade Larson, Associate Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Alberta Lloyd	Support grants implementation and activities	January 2, 2015 – February 27, 2015	Not to exceed \$12,765.00



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

11/12/2014	Vendor Payment	2511058799-2511058804	\$46,884.75
11/12/2014	Vendor Payment	2511058805-2511058808	\$26,004.94
11/12/2014	Vendor Payment	2511058809-2511058813	\$106,752.75
11/12/2014	Vendor Payment	2511058814-2511058885	\$151,679.36
11/13/2014	Vendor Payment	2511058886-2511058914	\$9,865.50
11/17/2014	Vendor Payment	2511058915-2511058920	\$40,265.93
11/17/2014	Vendor Payment	2511058921-2511058924	\$6,327.88
11/17/2014	Vendor Payment	2511058925	\$115,776.50
11/17/2014	Vendor Payment	2511058926-2511059016	\$221,080.28
11/18/2014	Vendor Payment	2511059017-2511059078	<u>\$174,299.47</u>
		<b>TOTAL</b>	<b>\$898,937.36</b>

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

Government Code: Board Policy: 3240 Estimated Fiscal Impact: \$898,937.36  
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

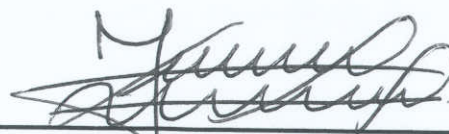
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

December 5, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

December 5, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO LIONAKIS FOR  
ARCHITECTURAL SERVICES FOR SCIENCE BUILDING  
PROJECT PHASE 1

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for the contract award to Lionakis to provide full architectural services for the Science Building Project Phase 1. The request for proposal was issued to the firms deemed most qualified for this work from the Board approved "architects pool," and on November 19, 2014 the District received six (6) proposals. A selection committee consisting of a Dean, three faculty members, a student representative, District staff, and the program and construction managers, reviewed the proposals, selected and interviewed the top three (3) firms. The committee recommends Lionakis as the architect for the Science Building Project Phase 1.

The Board is asked to approve a contract to Lionakis in the amount of \$1,800,000.00.

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

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$1,800,000 Measure Q Funds

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

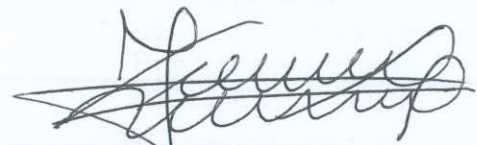
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

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



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

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



AGENDA ITEM 9.(h)

MEETING DATE December 17, 2014

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

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AWARD TO DOVETAIL FOR PROGRAM  
LEVEL FURNITURE, FIXTURES AND EQUIPMENT  
CONSULTING SERVICES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for the approval of program level furniture, fixtures and equipment (FF&E) consulting services contract to Dovetail for Districtwide assessment, planning and development of FF&E criteria, standards and procedures. The scope of work includes development of Districtwide FF&E and space standards; development of strategic sourcing protocol to address procurement, maintenance, and replacement of investments in FF&E; developing a plan for FF&E replacement cycles and development of FF&E project level implementation process.

The Board is asked to approve a contract to Dovetail in the amount of \$137,000.00.

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

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$137,000 Measure Q Funds

**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

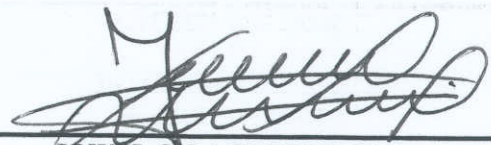
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
CHILDSTART INCORPORATED AND SOLANO  
COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

An agreement between Solano Community College District and ChildStart Inc., is being presented to the Governing Board for approval.

The District will provide CDFS 075, Care of Infants and Toddlers: Social-Emotional Foundation, for up to 20 ChildStart Inc., employees. Employees will attend 48 hours of instruction. The class is scheduled to start on January 13, 2015. Training will be delivered at the ChildStart Inc., office. Students who successfully complete the class will be awarded three hours of college credit.

ChildStart Inc., will compensate the district \$13,000.00 for all educational services rendered. This fee includes the cost of the instructor, all course materials, and Certificates of Success.

A copy of the agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants Management. Approval is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$13,000  
CEO 13-14 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**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **ChildStart INCORPORATED**, hereinafter referred to as "ChildStart."

**WHEREAS**, ChildStart desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide CDFS 075, Care of Infants and Toddlers: Social-Emotional Foundation, for to up to twenty (20) ChildStart employees. The training includes forty-eight hours (48) hours of instruction. The class is scheduled to start in Spring 2015, dates to be determined. Students who successfully complete the class will be awarded three (3) hours of college credit. The course will be delivered at the ChildStart office.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. ChildStart will identify all employees who will participate in the class.
- D. ChildStart will compensate the District for all services rendered and expenses at a rate of thirteen thousand dollars and no cents (\$13,000.00.) The class is scheduled for 20 students. This fee includes instructor costs, student enrollment, all course materials, and Certificates of Success. Should additional services such as tutoring be required, an addendum to this contract may be added. Should additional students participate, ChildStart will pay for the additional books and course materials.
- C. Payment by ChildStart to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that ChildStart and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to ChildStart and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, ChildStart, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of ChildStart. This indemnification shall extend to claims, losses,



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

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

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

---

Debbie McGrath  
Human Resources Director  
ChildStart Incorporated  
Napa, CA

Date \_\_\_\_\_

---

**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent/President  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_

AGENDA ITEM 9.(j)  
MEETING DATE December 17, 2014

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

**TO: Members of the Governing Board**

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

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

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

SCCD will provide credit classes, WATR 100, WATR 103, WATR 104, WATR 107, and WATR 126, for up to 30 students per class, for BACWA member organizations and others.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE agency sites. Classes will begin in January 2015.

The client fee for each 3 or 4 credit hour course is \$15,500, and the client fee for each 2 or 2 ½ credit hour class is \$13,500. This contract is for \$77,500.

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 is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$77,500  
revenue 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

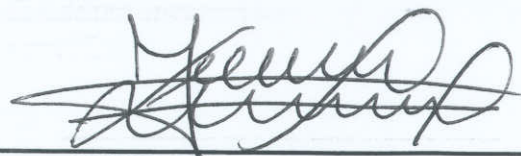
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## **SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Bay Area Clean Water Agencies**, hereinafter referred to as "BACWA."

**WHEREAS**, BACWA desires to engage the District to render special educational services,

### **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide five (5) credit classes, WATR 100, Wastewater Treatment I, WATR 103, Biological Principles of Water and Wastewater, WATR 104, Water Treatment I, WATR 107, Mathematics of Water and Wastewater Treatment, and WATR 126, Pumps and Motors, for up to 30 students per class, for BACWWE (Bay Area Consortium for Water and Wastewater Education) member organizations and others.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE sites, to be determined. Classes will begin in January 2015, dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website and database and provide marketing and marketing materials for sponsoring agencies.
- D. BACWWE and SCCD will recruit, identify and select all trainees who will participate in training.
- E. BACWA will compensate the District for all services rendered and expenses at a rate of seventy seven thousand five hundred dollars (\$77,500). The fee for each 3 or 4 credit hour class is fifteen thousand five hundred dollars (\$15,500). The fee for each 2 or 2 ½ credit hour class is thirteen thousand five hundred dollars (\$13,500). The cost is inclusive of all instruction and teaching/ training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- G. This contract may be terminated by either party with notice of ten (10) business days.
- H. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This



indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- J. BACWA will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for BACWA, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve BACWA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of BACWA operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- K. BACWA agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of BACWA's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

---

David Williams  
Executive Director  
BACWA  
Oakland, CA

Date \_\_\_\_\_

---

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

Date \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AMENDED CHILDREN'S PROGRAMS CONTRACT FOR  
THE CALIFORNIA STATE PRESCHOOL PROGRAM

REQUESTED ACTION: APPROVAL

SUMMARY

This amended agreement with the state of California, dated July 1, 2014, designated as number CSPP-4570, California State Preschool Program, Project Number 48-7055-00-4, shall be funded at a maximum reimbursable amount of \$387,540.00 rather than \$360,503.00, based upon the governor's May revised budget.

The Maximum Rate per child day of enrollment payable shall be amended by deleting \$34.38 and inserting \$36.10 in place thereof.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of Children's Programs.

Government Code:

Board Policy:

Estimated Fiscal Impact:  
increase of \$27,037.00

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Christie Speck, Director  
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7183

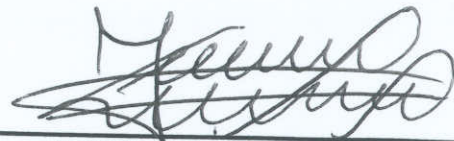
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 5, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

December 5, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 14 - 15****Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4570

PROGRAM TYPE: CALIFORNIA STATE

PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-4

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CSPP-4570 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$360,503.00 and inserting \$387,540.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$34.38 and inserting \$36.10 in place thereof.

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 10,486.0 and inserting 10,735.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 192. (No change)

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D., Superintendent President	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Guisun Valley Rd., Fairfield, CA 94534	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 27,037	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 360,503	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 387,540	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	



CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-4570

## Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -1,410	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 40,582	(OPTIONAL USE)0656 FC# 93.596 13609-7055	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 39,172	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,191	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 19,360	(OPTIONAL USE)0656 FC# 93.575 15136-7055	PC# 000324
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,551	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 19,878	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 234,988	(OPTIONAL USE)0656 23038-7055	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 254,866	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,378	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 65,573	(OPTIONAL USE)0656 23254-7055	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 71,951	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

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

**TO: Members of the Governing Board**

**SUBJECT: AMENDED CHILDREN'S PROGRAMS CONTRACT FOR  
THE GENERAL CHILD CARE PROGRAM**

**REQUESTED ACTION: APPROVAL**

**SUMMARY**

This amended agreement with the state of California, dated July 1, 2014, designated as number CCTR-4303, General Child Care and Development Program, Project Number 48-7055-00-4, shall be funded at a maximum reimbursable amount of \$245,768.00 rather than \$232,491.00, based upon the governor's May revised budget.

The Maximum Rate per child day of enrollment payable shall be amended by deleting \$34.38 and inserting \$36.10 in place thereof.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of Children's Programs.

*Government Code:*

*Board Policy:*

*Estimated Fiscal Impact:*  
**increase of \$13,277.00**

**SUPERINTENDENT'S RECOMMENDATION:**

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

Christie Speck, Director  
Children's Programs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7183

**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 14 - 15****Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act/Rate Increase

DATE: July 01, 2014

CONTRACT NUMBER: CCTR-4300

PROGRAM TYPE: GENERAL CHILD CARE &  
DEV PROGRAMSPROJECT NUMBER: 48-7055-00-4CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CCTR-4300 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$232,491.00 and inserting \$245,768.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$34.38 and inserting \$36.10 in place thereof.

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,762.0 and inserting 6,808.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 192. (No change)

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D., Superintendent President			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Guigun Valley Rd., Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 13,277	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 232,491	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 245,768	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			



CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-4300

## Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -2,608	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 75,171	(OPTIONAL USE)0656 FC# 93.596 13609-7055	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 72,563	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,062	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 35,860	(OPTIONAL USE)0656 FC# 93.575 15136-7055	PC# 000324
TOTAL AMOUNT ENCUMBERED TO DATE \$ 39,922	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 11,823	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 121,460	(OPTIONAL USE)0656 23254-7055	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 133,283	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A STATUTE 2014 FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT WITH VENTURETECH, LLC., FOR  
BUSINESS PLAN PITCH COMPETITION SERVICES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

As part of the Small Business Sector Navigator grant work plan, a statewide business plan pitch competition is being conducted for high school and college students. The agreement is for VentureTech, LLC., to provide a service called PitchBurner which will include a branded Web site for the competition, portal for uploading pitch materials for the competition, and capability for judges to review and score each pitch. The total amount for the agreement is \$6,500. Funding for the delivering the business plan pitch competition was budgeted in the Small Business Sector Navigator grant with the Chancellor's Office.

Board approval is requested at this time.

The agreement is available for review in the Office of the Superintendent-President.

Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: SB1402 Funds \$6,500

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Charles Eason  
Small Business Sector Navigator

**PRESENTER'S NAME**

360 Campus Lane, Suite 201, Fairfield, CA

**ADDRESS**

707-863-7846

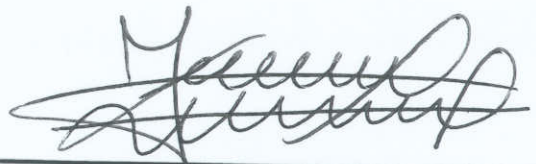
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





Requestor Name: Solano Community College

Date: 12/18/2014

## **PitchBurner Services Agreement**

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

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

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

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

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

**(a) Accessing User Accounts.** Company will provide the number of User IDs needed by Customer so that its users ("Users") may access and use the Service features specified in the applicable Services Form during the Subscription Period. Customer personnel will use commercially reasonable efforts to protect the confidentiality of User IDs. Company may rely on any User ID, instruction or information that meets the Service's automated criteria or which is believed by Company to be genuine. Company may assume a person entering a User ID

and password is, in fact, that user. Company may assume the latest email addresses and registration information on file with the Service are accurate and current. When programmed to do so, the Service may take prescribed actions in the absence of receiving proper and complete contrary instructions.

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

**(c) PitchBurner Subscription.** With respect to each Service feature referenced on a Services Form, and for which the applicable Subscription Fee is paid when due, Customer is granted access the Service through the User IDs, to load Customer Data and to operate the features of the Service during the Subscription Period according to the Documentation. Customer may use the Service on any number of computers and may use the administrative console of the Service to add/drop individual users.

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

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

**4. Term.** This Agreement shall be effective once it has been signed and delivered by both Parties and shall then remain in force for a period of one (1) year(s).

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



parties of its entire interest in the business pertaining to the Service and the failure of Company to arrange reasonably satisfactory substitute performance of operational warranty or support obligations by a designated agent or such third party purchaser.

**6. Acceptance.** The Service features described in the Services Form shall be deemed accepted by Customer unless Customer notifies Company in writing of a material defect in the Service within one-hundred and twenty (120) business days after the discovery of the defect. If material defects are identified outside the Critical Phase (defined below), Company shall have a reasonable opportunity to correct them, or provide a functional workaround but in no event later than ten (10) business days after Customer notifies Company of such defects. If material defects are identified during the Critical Phase (defined below), Company shall solve these issues or have a workaround in place within 48 hours after Customer notifies Company of such defects. If defects are not corrected to the reasonable satisfaction of Customer within the time period set forth above, Customer shall have the right to immediately terminate this Agreement and receive a refund of all amounts paid for the Services hereunder.

**Escalation Process:**

**Critical Phase:** A critical phase is defined as any period where a defect or request directly impacts the forward progress of the event. Any request will be responded to within 12 hours. In the case of such an incident, your project manager will work directly with you to solve these issues or have a workaround in place within 48 hours.

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

[support@pitchburner.com](mailto:support@pitchburner.com)  
402-261-5802

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

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

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

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



d) **Training.** Training will be provided in online webinars.

## **8. Fees & Payment**

(a) **Subscription Fees.** Unless otherwise expressly stated on a Services Form, Customer will pay Subscription Fees for the Service. Subscription Fees are invoiced starting on the Effective Date of the Services Form. Invoices are payable net thirty (30) days and paid prior to events going live. All prices are stated and payable in U.S. Dollars. Any future Services Forms shall be at Company's then-published rates or as otherwise agreed in the Services Form.

(b) **Late Payment.** Company reserves the right to suspend Service until all past due amounts are paid in full after giving Customer ten (10) business days advance written notice and an opportunity to cure as specified in Section 12 ("Notices") and Section 13 ("Termination").

(c) **Certain Taxes.** Prices quoted do not include and Customer shall pay, indemnify and hold Company harmless from all sales/use, gross receipts, value-added, GST, personal property or other tax (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Company.

(d) **Service Availability.** The Service shall be accessible and available to Customer as applicable, via secure Internet connection, 24 hours a day, 7 days a week with a minimum uptime of 99.9%. To minimize server downtime during peak usage periods, Company shall perform scheduled maintenance only between the hours 9:00 pm CST through 5:59 am Central Time.

## **9. Warranties.**

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

(b) **Limited Performance Warranty.** Company represents and warrants during the Subscription Period that the Service will operate substantially in accordance with the applicable Documentation; provided, that (i) the Service is implemented and operated in accordance with all instructions supplied by Company; (ii) Customer notifies Company of any



such defect within ten (10) business days after it becomes aware thereof; and (iii) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement beyond any applicable period of notice and right to cure.

**(c) Warranty Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE COMPANY HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SUPPORT OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE. ANY UNAUTHORIZED CHANGES TO THE SOURCE MATERIALS WILL VOID THE WARRANTY PROVIDED UNDER THIS SECTION.

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

#### **10. Mutual Indemnity.**

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

**(b) By Customer.** Customer shall defend, indemnify and hold Company harmless from any claim (including legal fees and costs) that Customer Data or Customer's use of the Service (except for use in accordance with the Documentation) harms any person, violates any law or infringes any intellectual property rights. Indemnification hereunder shall be provided in accordance with Section 10(c) below. Customer is not obligated under this Section to the extent any claim arises from Company's breach of this Agreement or use of Customer Data in combination with any software, data, process or technology not supplied by Customer (where there would be no claim, but for such combination).



**(c) Indemnification Procedure.** When a Party hereunder ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") in accordance with this Article 10, the Indemnifying Party will assume on behalf of such Indemnified Party, and conduct with due diligence and in good faith, the defense of any claim against such Party, whether or not the Indemnifying Party will be joined therein, and the Indemnified Party will cooperate with the Indemnifying Party in such defense. The Indemnifying Party will be in charge of the defense and settlement of such claim; provided, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel will be at the expense of such Indemnified Party, except in the event that (a) the Indemnified Party will have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such claim (in which case the Indemnifying Party will not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (b) the Indemnifying Party will not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, in which case the fees and expenses of counsel will be paid by the Indemnifying Party. No Indemnifying Party will settle any such claims or actions in a manner which would require any action or forbearance from action by any Indemnified Party without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld.

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

**(a) Remedies.** Except for indemnified claims under Section 10 ("Mutual Indemnity") or rights or indemnities expressly stated under other provisions hereof the Customer's sole and exclusive remedies for Company's default hereunder shall be (i) to repair, replace or correct the defective Service; or, (ii) if the breach by Company cannot be corrected as set forth above, to obtain a full refund of amounts paid with respect to the defective Service.

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

**12. Notices.** Notices sent to either party shall be effective when delivered in person or transmitted by email or fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address listed for the party on page 1 of this Agreement or to such other address(es) as the party may specify in writing. A facsimile of this Agreement and notices generated in good form by a fax machine (as well



as a photocopy thereof) shall be treated as "original" documents admissible into evidence.

### **13. Termination.**

(a) **Generally.** Either party may, in addition to other relief, suspend or terminate a Services Form or this Agreement if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

(b) **Survival.** Termination shall have no effect on the parties' rights or obligations under Section 9 ("Warranties"), Section 10 ("Mutual Indemnity"), Section 11 ("Limitation of Remedies & Liabilities"), Section 13 ("Termination"), Section 18 (Miscellaneous), Section 19 ("Data Security and Confidentiality"), and any payment obligations or any provision which by its nature should survive. Upon termination or expiration of the Term, Company shall make a final backup of Customer Data and provide the backup media to Customer.

(c) **Applicable Law.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Nebraska.

**14. Miscellaneous.** This document and the accompanying Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by a party without the other party's prior written consent and any attempt to the contrary shall be void except in the case of a merger or sale of all or substantially all of its business. Neither party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

### **15. Data Security and Confidentiality**

#### **a) Confidential Data Defined**

Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain data and information of the other party of a special and unique nature and value ("Confidential Data"). "Confidential Data" shall mean any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such data and/or information



to be confidential. "Confidential Data" shall include, but is not limited to, (1) business methods and practices, financial data, business plans and opportunities, pricing, personnel, customers, prospective customers, or suppliers; (2) trade secrets, inventions, processes, methodologies, products, product plans, patent applications, and other proprietary rights, any specifications, tools, computer programs, source code, object code, documentation, technical information or other related confidential business information or data; (3) detailed financial reports, results and projections; (4) personal information of customers, employees, students, and/or donors, including but not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, or other information identifiable to a specific individual that relates to any of these types of information ("Personal Information") ; or (5) any other proprietary information or data of the parties that is maintained in confidence. Confidential Information of Customer shall include all data input into the Service by any Users.

Confidential Data shall not include information the receiving party can demonstrate (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession, without obligation of confidentiality, prior to disclosure by the disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Data, as evidenced by written records of the receiving party, without obligation of confidentiality, (iv) is independently developed by the receiving party without reference to or use of such Confidential Data, or (v) is required to be disclosed by law, governmental or administrative process.

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

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

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

#### c) Obligations to Secure Confidential Data



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

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

#### d) Obligations upon Breach of Security

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

#### e) Survival of Obligations

The obligation to maintain the confidentiality of the Confidential Data received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or termination of this Agreement, Company shall, at Company's option: (i) certify to Customer that Company has destroyed all Confidential Data in its possession; or (ii) return all Confidential Data to Customer. Customer shall have the right, at its own expense and upon reasonable prior notice to Company, to review Company's security measures and information security program.

**PitchBurner Services Form**

<u>Billing Company:</u> <b>Solano Community College</b>	<u>Billing Email:</u>
<u>Billing Contact:</u>	<u>Billing Telephone:</u>
<u>Billing Address:</u>	<u>Billing Fax:</u>

**THIS SERVICES FORM** ("Services Form") is entered into under the terms of that certain PitchBurner Services Agreement between VentureTech, LLC, a Nebraska Limited Liability Company with offices at 7120 South 29th Street, Lincoln NE ("Company") and **California Community Colleges** ("Customer") dated **December 18, 2014** (the "Agreement").

The Services (as defined in the Agreement) shall include the following:

- *White-labeled PitchBurner micro-site*
- *White-labeled PitchBurner PitchPage*
- *Post event micro-site/tools for 24/7 marketing and brand integrity*
- *Customized application form that includes document uploading, document storage, and submission data reports*
- *Multi-round and Multi-event management*
- *Integrated scorecards and evaluation tools*
- *Results Reporting*
- *Sharing of feedback and evaluation to applicant*
- *Internal applicant, reviewer, mentor, collaboration*
- *Client specific best practices and consultation*
- *Event creation and setup via the PitchBurner Event Profile (event profile will dictate what information is put into platform)*



**Payment Terms:**

Agreement Option:	Investment
<b>PitchBurner Premium</b> <ul style="list-style-type: none"><li>· Best Practices</li><li>· Expert event creation</li><li>· PSD Styled Event Microsite</li><li>· PSD Styled PitchPage</li><li>· Comprehensive training</li><li>· Software Licensing and Updates</li><li>· Secure Website Hosting and Bandwidth</li><li>· 24hr Website Monitoring</li><li>· Website Backups and Redundancy</li><li>· Software Maintenance and Bug Fixes</li></ul>	<b>1 Year Agreement</b>  <b>\$6,500</b>  PSD files must be provided by client

**Case Study** Upon completion of successful event meeting Company standards - a brief case study will be put together and showcased to celebrate the success of the event. Customer will have the right to pre-approve the case study prior to publication in any manner, such approval to be withheld in its sole discretion.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this Services Form to be executed by their duly authorized representatives.

**VENTURETECH , LLC****Client**

By:

By:

Name: Kyle Fredrickson

Name:

Title: Managing Director

Title:

Date:

Date:

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PERSONAL SERVICES CONTRACTS FOR CONTINUING  
EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

This item is seeking approval from the Board for the following instructors to teach Community Education classes January 2015-June 2015.

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

Approval is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: Unknown at this time*  
**BOT 2013-14 Goal: #3**

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

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

PRESENTER'S NAME

2002 North Village Parkway  
Vacaville, CA 95688

ADDRESS

707-864-7140

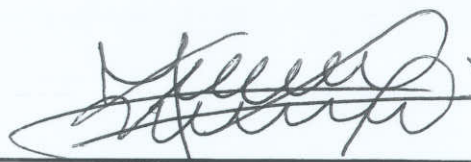
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 5, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

December 5, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



<b>Instructor</b>	<b>Course subject</b>
Ackman, James	Auto Body
Adney, Curtis	Test Taking
Alums, Rhuenette	Public Speaking
Brioda, Dave	Harmonica
Busse-Dohm	Boating Safety
Cheng, Paul	Language/Chinese
Christensen, Carrie	Notary/ Loan Signing
Dvorak, Robert	Drawing and Painting
Fair, Paul	LEED
Graham, Pam	CPR healthcare providers
Humbert, Robert	Handgun Education
James, Keith	Social Security
Juliano, Kristy	Choral
Karlsson, Karen	Art
Krusemark, LeeAnn	Business Ideas
Larkin, Pat	Real Estate
Laughlin, Robert	Piano
McGarry, Susan	Fused Glass
McKeown, Charlotte	First Aid
Miller, Jerry	Business Ideas
Moran, Elaine	Mystery Shopper
Moszee, Alicia	3 D Printing
Racine, Warren	Business Ideas
Reiter, Gayla	Reincarnation
Rounds, Mike	Business Ideas
Santos, Ramon	Biblical Theology
Smith, Derek	Steel Drums
Torr, Jeff	Inter. Guitar
Uhl, Andrea	German for Travelers
Voices for All	Voice Over
Warren, Cheryl	Begin Guitar
Watanabe, Gene	Whittling
Williams, Wayne	Auto Resale
Withrow, Lewis	Real Estate

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

**TO:** Members of the Governing Board

**SUBJECT:** SERVICES AGREEMENT BETWEEN THE CITY OF  
VALLEJO, CALIFORNIA AND SOLANO COLLEGE  
SMALL BUSINESS DEVELOPMENT CENTER

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

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

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

A copy of the services agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development and Continuing Education.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 12,000 Revenue  
BOT 2013-14 Goal: #3*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

**PRESENTER'S NAME**

2002 North Village Parkway  
Vacaville, CA 95688

**ADDRESS**

707-864-7140

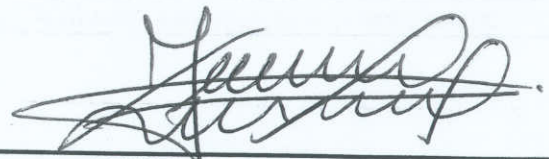
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
  2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
  3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
  4. **Indemnification.** Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.
- The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
  6. **Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a)



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

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

**10. Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

**11. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of



Consultant's profession currently practicing in California.

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

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

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

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

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

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

**13. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**14. Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.



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

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

**15. Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**16. Term.** The term of this Agreement shall commence on July 1, 2014, and shall continue in full force and effect until June 30, 2015.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

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

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



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

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

**19. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

**20. Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

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

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

**21. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**22. Non-Discrimination/Fair Employment Practices.**

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

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

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

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

**23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

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

If to Consultant:

Kelly Penwell  
Director  
Solano College SBDC  
360 Campus Lane, Ste. 102  
Fairfield, CA 94534

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

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

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



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

**25. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of



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

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

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

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

**33. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

**35. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**36. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**37. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

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

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

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



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

SOLANO COLLEGE SMALL BUSINESS  
DEVELOPMENT CENTER  
A Not-for-profit corporation

CITY OF VALLEJO,  
A municipal corporation

By: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Superintendent/President  
Solano Community College District

By: \_\_\_\_\_  
Mark Sawicki  
Community and Economic  
Development Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Dawn Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kathleen Diohep  
Economic Development Manager

APPROVED AS TO FORM AND  
INSURANCE:

\_\_\_\_\_  
Claudia Quintana  
City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **1. Representatives.**

The City Representative for this Agreement is:

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

The Consultant's Representative for this Agreement is:

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

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

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



## EXHIBIT B

### COMPENSATION

#### 1. Consultant's Compensation.

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

B. Request for payment shall be sent to:

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

#### 2. Accounting Records of Consultant.

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

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

#### 3. Taxes.

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

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

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



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

#### B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

**C. Deductible and Self-Insured Retention**

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

**D. Other Insurance Provisions**

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

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



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

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

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

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

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

**G. Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or

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

**H. Payment Withhold**

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



**Attachment 1 to Exhibit A  
To  
Service Agreement between the City of Vallejo  
and the Solano College Small Business Development Center**

**Scope of Services**

**OBLIGATION OF GRANTEE**

CONSULTANT agrees to provide the following to CITY:

**A. Collaborate with Existing Business Assistance Programs and Economic Development Entities**

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

The Solano College SBDC will actively participate in events sponsored by the aforementioned Chambers such as the Fil-Am Expo.

We will proactively seek partnership in the community to work with disadvantaged youth, more specifically introducing entrepreneurship as a career pathway.

**B. Vallejo-based technical assistance**

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

**C. Cooperative Marketing Program**

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

Publishing program notifications in local newspapers where no cost publicity is an option. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.

Flyers/Postcards/Other. The Center proposes to utilize flyers, digital postcards, and other outreach methods to further promote and communicate resource information to the Vallejo business community.

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

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

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

**E. Workshops/Training Programs**

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair. The event will take place in March 2015. The event will consist of an "Access to Capital" workshop featuring a panel of government and private lending institution representatives who will present information on various loan programs and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

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

- Starting and Managing a Business
- The Business Model Canvas
- Business Planning
- Creating a template based website
- Managing Your Digital Community
- Branding Your Business Through Social Media
- Growing Your Business Through LinkedIn
- Small Business Financing
- Marketing
- Retaining and Motivating Employees
- Selling to the Government
- Customer Service
- E-Commerce
- Public Relations
- Computerized Accounting

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

**F. Progress Reports**

Progress reports describing the status of technical assistance provided to Vallejo clients



will be sent to the CITY as follows:

1. For the period between July 1, 2014 - December 31, 2014.  
Report due to CITY by February 15, 2015.
2. For the period between January 1, 2015 - June 30, 2015.  
Report due to CITY by August 15, 2015.

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

Number and type of business seminars conducted for the period.  
Number of business seminar attendees for the period.  
Number of businesses receiving one-on-one counseling (technical assistance).  
Number of hours of one-on-one counseling (technical assistance provided).  
Breakdown of the type of technical assistance provided for the period.  
Summary of economic impact resulting from technical assistance services.  
Description of presentations to business groups.

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

**Attachment 1 to Exhibit B**  
**To**  
**Service Agreement between the City of Vallejo**  
**And Solano Community College Small Business Development Center**

**Fees**

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

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



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CHILD CARE TUITION INCREASE  
REQUESTED ACTION: APPROVAL

SUMMARY

Proposed rate increases for non-subsidized child care to take effect January 2015.

Tuition rates have not increased since August 2010. Based upon the current market rates for Solano County and the reimbursement rates from the State for subsidized child care a rate increase is merited.

Child's age	current rates	new rates
Up to 18 months	½ day = \$40 full day = \$58	½ day = \$50 full day = \$64
19 – 35 months	½ day = \$30 full day = \$48	½ day = \$40 full day = \$54
3 years to kindergarten entry	½ day = \$20 full day = \$34	½ day = \$30 full day = \$44

½ day = 4 hours  
Full day = over 4.25

Government Code: 85210

Board Policy: 3040

Estimated Fiscal Impact: \$15,000

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Christie Speck, Director  
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7183

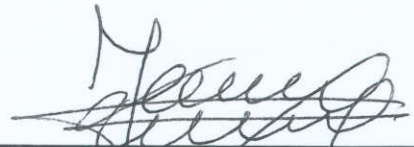
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 5, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

December 5, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

AGENDA ITEM 9.(q)  
MEETING DATE December 17, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: ASSOCIATED STUDENTS OF SOLANO COLLEGE (ASSC)  
2014-2015 BUDGET**

**REQUESTED ACTION: APPROVAL**

**SUMMARY**

Governing Board Policy 5515, *Associated Students Finance*, specifies that the Associated Students of Solano College (ASSC) budget shall be adopted as provided for in the Constitution of the ASSC and shall be presented to the Governing Board for review and informational purposes. The funds of the ASSC shall be deposited, loaned, or invested in one or more of the ways authorized by law, and shall be subject to an annual audit.

The budget for FY 14/15 was originally presented to and accepted by the Board of Trustees on October 15, 2014.

It is being brought back to the Board as a consent item as changes have been made in the formatting in order to be more consistent with that of Finance and Administrative Services.

*Government Code: ECS 76063-76065 Board Policy: 5515 Estimated Fiscal Impact:*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Rischa Slade, J.D.  
Director, Student Life

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 863-7839

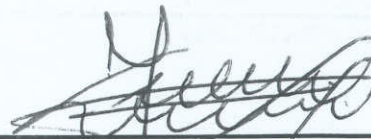
**TELEPHONE NUMBER**

Student Services

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



ASSC BUDGET		Approved 2014-15	2013-14 Actuals	Approved 2013-14
<b>REVENUE</b>				
Income				
8820 Contributions, Gifts, Grants & Endowments				
Inactive Club Funds				500.00
Special Events Income		500.00	586.13	
<b>8820 Contributions, Gifts, Grants &amp; Endowments Total</b>		<b>500.00</b>	<b>586.13</b>	<b>500.00</b>
8840 Sales & Commissions				
Event Admission		200.00	15.00	30,000.00
Vending- Soft drink		9,000.00	8,552.66	12,000.00
Vending - Snacks		10,000.00	9,981.30	500.00
Vending/Canteen - Vacaville Center		2,000.00		0.00
Vending - Vallejo Center		200.00		0.00
<b>8840 Sales &amp; commissions Totals</b>		<b>21,400.00</b>	<b>18,548.96</b>	<b>42,500.00</b>
<b>8860 Interest / Savings</b>		<b>1,000.00</b>	<b>1,003.23</b>	<b>1,200.00</b>
<b>8982 Bookstore Donation *</b>		<b>20,000.00</b>	<b>40,000.00</b>	
<b>8885 Other Student Fees - ID Cards</b>		<b>14,000.00</b>	<b>13,035.00</b>	<b>14,000.00</b>
8890 Other Local		2,400.00	2,435.30	
Vendor Income		2,000.00		
Other Revenue - Pepsi				
Other Revenue - Canteen				
8890 Other Revenue		500.00	420.00	
<b>8890 Other Local Totals</b>		<b>4,900.00</b>	<b>2,855.30</b>	<b>5,000.00</b>
88909 Prior Year Revenue Adjustment				
<b>TOTAL REVENUE</b>		<b>61,800.00</b>	<b>76,028.62</b>	<b>63,200.00</b>
<b>EXPENSES</b>				
<b>2000-3000 Student Salaries/Benefits</b>		<b>2,500.00</b>	<b>2,374.85</b>	<b>11,000.00</b>
4400 Instr'l Supplies & Materials				
Instr'l Supplies & Materials - Food (Admin)		200.00	135.24	
Instr'l Supplies & Materials - Food (Sponsored/Spec Events)		50.00		
<b>4400 Instr'l Supplies &amp; Materials Totals</b>		<b>250.00</b>	<b>135.24</b>	<b>4,000.00</b>
4500 Noninstrut Supplies & Materials (general office supplies+film)		1,000.00	289.61	
Office Supplies (Admin) - Office Depot		1,500.00	1,040.67	
Office Supplies (Sponsored/Spec Events)		500.00	1,614.19	
Office Supplies (ID Cards) (blank card purchasing)		250.00	833.45	
Office Supplies (Student Development) - Camera			269.72	
<b>4500 Noninstructional Supplies &amp; Materials Totals</b>		<b>3,250.00</b>	<b>4,047.64</b>	<b>4,000.00</b>
4600 Printing & Copying		500.00	221.75	
Printing & Copying (Sponsored/Spec Events)		100.00	95.00	
Copier Supplies		900.00	109.00	
<b>4600 Printing &amp; Copying Totals</b>		<b>1,500.00</b>	<b>425.75</b>	<b>300.00</b>
<b>ASSC BUDGET</b>		<b>Approved 2014-15</b>	<b>2013-14 Actuals</b>	<b>Approved 2013-14</b>

5110 Personal Services/Consultants					
5210 Employee Travel & Conference			375.00	1,000.00	1,900.00
5220 Mileage Reimbursement			1,851.30		
5230 Travel & Conference		200.00	110.21		300.00
Conference Reimbursement					
Executive Board Traveling			2,918.09		9,500.00
GA Registration (Monterey)					5,000.00
GA Meals/Lodging (Monterey)					
GA Conference Reimbursement/nt/mileage (Monterey)					
CCCSAA Lodging (Sacramento)					
CCCSAA Registration (Sacramento)					
SSCCC Lodging (Los Angeles)					
SSCCC Meals (Los Angeles)					
ASSC Fall Retreat					
Total Executive Board Traveling			6,444.77		
5230 Travel & Conference Totals		16,000.00	9,362.86		14,500.00
5240 On/Off Campus Events		14,000.00	3,158.33		
5300 Membership Dues		500.00			500.00
5610 Rentals/Leases (Copier)		1,300.00	1,297.99		100.00
5620 Repair & Maintenance (ID Printer Warr)		1,500.00	-		7,500.00
5740 Election Costs		500.00	93.91		200.00
5795 Advertising		100.00	77.53		
5799 Other Operational Costs			-		100.00
5810 Bank Service Charges		2,802.00	2,801.70		2,600.00
6120 Site Improvement - Campus Enrichment Plan					5,000.00
6420 Office Equipment		2,000.00	10,072.74		500.00
7300 Funding Assistance (Interfund Tranfer Out)					
General Supports					
Student Ambassador Program					5,000.00
General Donations					2,000.00
Capital Improvement Donations					2,500.00
MLK: African American Male Scholars			1,000.00		
ASSC Sponsorship			425.32		
General Supports Totals			1,425.32		
733501 Library Donation					5,000.00
733502 Special Trust					
Contribution to PE Gen Fund - Banquet		-			750.00
Contribution to Athletic Training					750.00
Dance Prod Trust			607.55		
Civil Right Trust			2,000.00		
792009 Sport Medicine Athletic Trainer Trust			750.00		
733502 Special Trust Totals		-	3,357.55		1,500.00
733503 Club Funds Assistance		-			



Club Seed Money				
Departmental Funding Requests		2,000.00	1,999.80	
Club Funding Requests		12,000.00	8,343.75	
Inter-Club Council Appreciation Luncheon		10,000.00	9,074.73	
733503 Club Funds Assistance Totals		500.00		500.00
7300 Funding Assistance Total			19,418.28	7,500.00
7520 Student Scholarships		24,500.00	24,201.15	24,000.00
SCC Scholarship foundation - Endowment				
ASSC Pepsi Scholarship (No longer receiving this)				500.00
7520 Student Scholarships Totals				2,000.00
7600 Other Student Aid				2,500.00
ASSC Emergency Book Loan - Vendor Income				
ASSC Emergency Book Loan - Fin. Aid Book		5,000.00		2,300.00
Students Helping Students Book Grants		10,000.00		2,300.00
7600 Other Student Aid Totals		15,000.00	3,816.19	2,400.00
TOTAL EXPENDITURES		86,902.00	64,202.39	7,000.00
SURPLUS/ DEFICIT (=Revenue - Expenditure)		(25,102.00)	11,826.23	86,000.00
CONTINGENT RESERVE				(22,800.00)
7900 Reserve for Contingency		157,697.00	145,870.00	
TOTAL BUDGET FUND		132,595.00	157,696.23	145,870.00
				123,070.00

AGENDA ITEM 9.(r)  
MEETING DATE December 17, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: REQUEST FOR APPROVAL OF THE AMENDED  
ACADEMIC CALENDARS FOR 2014-2015 AND 2015-2016  
AS SUBMITTED BY THE ACADEMIC CALENDAR  
ADVISORY COMMITTEE**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The amended Academic Calendar for 2014-2015 and 2015-2016, contain revisions to Flex-Cal days to ensure there are 175 instructional days and 35 instructional weeks per academic year.

These revisions have been recommended by the Academic Calendar Advisory Committee, and have received the endorsement of the Community College Association/California Teachers Association/National Education Association (CCA/CTA/NEA) Bargaining unit with accordance with the collective bargaining agreement.

*Government Code*                      *Board Policy: 6500*                      *Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Barbara Fountain, Director  
Admissions & Records

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7000, Ext 4313

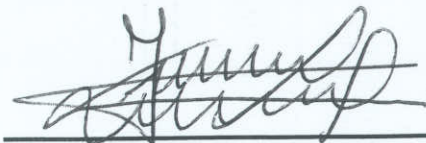
**TELEPHONE NUMBER**

Student Services

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## Summer 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26 Memorial Day	27	28	29	30	31
1-Jun	2 Beg 9 wks	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Beg 6/8 wk classes	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1-Jul	2	3	4th of July	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 End 6 wk	25	26
27	28	29	30	Jul-31	1-Aug	2

## Fall 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4	5	6	7 End Summer	8 OF	9
10	11 OF	12 RF	13 Beg Fall	14	15	16 Beg Sat Classes
17 Beg Sun Classes	18	19	20	21	22	23
24	25	26	27	28	29	30 No Sat
31 No Sun Classes	Sept. 1 Labor Day	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1-Oct	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1-Nov
2	3	4	5	6	7	8
9	10	11 Veteran's	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26 SCFA HOL	27 Thanksgiving	28 Holiday	29 Holiday
30 Holiday	1-Dec	2	3	4	5	6
7	8	9	10 D/E FINAL	11 D/E FINAL	12 D/E FINAL	13 End Sat
14 End Sun Classes	15 D/E FINALS	16 D/E FINALS END FALL	17	18	19	20
21	22	23	24	25 Christmas	26	27
28	29	30	31			



## Spring 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1-Jan	2	3
4	5	6	7	8 OF	9 Req Flex	10
11	12 Beg Spring	13	14	15	16	17 Beg Sat Class
18 Beg Sun Class	19 MLK-Holiday	20	21	22	23	24
25	26	27	28	29	30	31
1-Feb	2	3	4	5	6	7
8	9	10	11	12	13 Lincoln Day	14 No Sat Class
15 No Sun Class	16 Washington Bday	17	18	19	20	21
22	23	24	25	26	27	28
1-Mar	2	3	4	5	6	7
8			11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1-Apr	2	3	4
5 Easter No Class	6 Spring Break	7 Spring Break	8 Spring Break	9 Spring Break	10 Spring Break	11 No Sat Class
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1-May	2
3	4	5	6	7	8	9
10		12	13 Dead day - no classes	14 D/E Final	15 D/E Final	16 Sat Final
17 Sun Final	18 D/E Final	19 D/E Final	20 D/E Final	21 Grad Cerem. OF	22	23
24	25 Memorial Day	26	27	28	29	30

	Fall	Spring	Total
Instructional Weeks (must be 35)	17	18	35
Optional Flex (no more than 5)	2	2	4
Required Flex (must be 2)	1	1	2
Mondays	16	15	31
Tuesdays	16	17	33
Wednesdays	16	16	32
Thursdays	16	16	32
Fridays	16	15	31
Saturdays (include 1 day for finals)	16	16	
Sundays (include 1 day for finals)	16	16	
Finals	5	5	10
Total Flex+Instr'l+Finals Days (must be 175. Does not include sat/sun)	80+5+3	79+5+3	175



## Summer 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
24	25 Memorial Day	26	27	28	29	30
31	Jun 1 Beg 9 wks	2	3	4	5	6
7	8	9	10	11	12	13
14	15 Beg 6/8 wk classes	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1-Jul	2 No Classes-4th of July Observed	3	4th of July
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 End 6 wk classes	28	29	Jan-30	31	1-Aug

## Fall 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2	3 End 9 week classes	4	5	6	7	8
9	10 End 8 week classes	11	12	13 OF	14 RF	15
16	17 BEG FALL	18	19	20	21	22 BEG SAT CLASSES
23 BEG SUN CLASSES	24	25	26	27	28	29
30	31	1-Sep	2	3	4	5 No Sat Classes
6 No Sun Classes	7 Labor Day	8 Census	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1-Oct	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1-Nov	2	3	4	5	6	7
8	9	10	11 Veteran's Day	12	13	14
15	16	17	18	19	20	21
22	23	24	25 SCFA HOL	26 Thanksgiving	27 Holiday	28 Holiday
29 Holiday	30	1-Dec	2	3	4	5
6	7	8	9	10	11	12
13	14 D/E FINAL	15 D/E FINAL	16 D/E FINAL	17 D/E FINAL	18 D/E FINAL	19 SAT FINAL
20 SUN FINAL/END	21 OF	22 OF	23	24	25 Christmas	26
27	28	29	30	31		



Spring 2016						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1-Jan	2
3	4	5	6	7	8 Req Flex	9
10	11 Beg Spring	12	13	14	15	16 Beg Sat Class
17 Beg Sun Class	18 MLK-Holiday	19	20	21	22	23
24	25	26	27	28	29	30
31	1-Feb	2	3	4	5	6
7	8	9	10	11	12 Lincoln Day	13 No Sat Class
14 No Sun Class	15 Washington Bday	16 Opt Flex	17	18	19	20
21	22	23	24	25	26	27
28	29	1-Mar	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27 Easter No Class	28 Spring Break	29 Spring	30 Spring Break	31 Spring Break	Apr 1 Spring	2 No Sat Class
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1-May	2	3	4	5	6	7
8	9	10	11 Dead Day-no class	12 D/E Final	13 D/E Final	14 Sat Final
15 Sun Final	16 D/E Final	17 D/E Final	18 D/E Final	19 Grad Ceremony OF	20	21
22	23	24	25	26	27	28
29	30 Memorial Day					
FALL 2015			SPRING 2016			
Flex Days	R-1; O-3		Flex Days	R-1; O-2		
Instructional Days	80		Instructional Days	78		
Total (Flex + Inst'l)	84		Total (Flex + Inst'l)	81		
Finals (M-F)	5		Finals (M-F)	5		
Day Finals	12/14-12/18		Day Finals	5/12-5/18		
Evening Finals	12/14-12/18		Evening Finals	5/12-5/18		
Sat/Sun Finals	12/19-12/20		Sat/Sun Finals	5/14-5/15		
			Graduation	5/19/2016		
Summer 2015	6wks	24 days				
	8wks	32 days				
	9wks	36 days				



AGENDA ITEM 11.a)  
MEETING DATE December 17, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: RESIGNATIONS TO RETIRE**

**REQUESTED ACTION: APPROVAL**

**SUMMARY**

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Cindy Murashige	Police Services Technician 12 years of service at SCC	12/31/2014
Annette Dambrosio	Reading/English Instructor 29 years and 3 months of service at SCC	12/16/2014

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

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

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

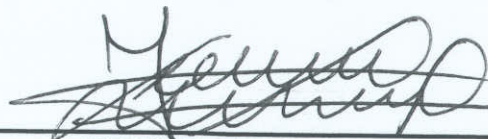
**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

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

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

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

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

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

**TO:** Members of the Governing Board

**SUBJECT:** RESOLUTION HONORING THE RETIREMENT OF JUDY SPENCER

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Judy Spencer has served the Solano Community College District with distinction since September 25, 2000, when she began working as the Executive Assistant to the Vice President of Academic Affairs. Ms. Spencer has served in various capacities during her career including, Executive Coordinator to the Superintendent-President/Governing Board and finally as Chief of Staff. She is retiring after 14 years and 3 months of service on December 30, 2014.

Best wishes are extended to Judy for a well-deserved retirement, with sincere thanks for her many contributions to Solano Community College.

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

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

***JUDY SPENCER***

*Whereas*, Judy Spencer has served the Solano Community College District with distinction since spring 1998 through fall 1999 when she became an Interim Executive Assistant working in the Office of the Vice President of Student Services. Ms. Spencer began a regular assignment as Executive Assistant to the Vice President of Academic Affairs on September 25, 2000;

*Whereas*, Judy Spencer was promoted in November 2007 as Executive Coordinator to the Superintendent-President/Governing Board and reassigned as Chief of Staff July 1, 2013, and will retire from her current position effective December 30, 2014;

*Whereas*, In addition to her regular duties, Ms. Spencer successfully worked with and supported various committees such as the Curriculum Committee, Enrollment Management Committee, Accreditation Committee, and various hiring committees; acted as an interim note taker for the Academic Senate, and other duties as assigned supporting administration, faculty, and staff;

*Whereas*, Judy Spencer has been a trusted source of support for the Governing Board of Trustees;

*Whereas*, Judy Spencer was recognized twice by the Associated Students of Solano College as an "Unsung Hero," demonstrating her dedicated support of student success;

*Whereas*, Judy Spencer was recognized for outstanding performance and lasting contributions to Solano Community College with the Presidential Recognition Award on August 13, 2010;

*Whereas*, Judy Spencer has gained and maintained the highest trust of four Superintendent-Presidents and is the proclaimed "Queen of Flexibility," having worked with seven Vice Presidents in Academic Affairs as well as four Superintendent-Presidents in eight months;

*Whereas*, Judy Spencer has enthusiastically enjoyed supporting Solano Community College programs and activities with students, faculty, and staff and has mentored numerous student workers during her tenure;

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

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
RESOLUTION HONORING

*JUDY SPENCER*

(Continuing - Page 2)

*Resolved*, That Judy Spencer will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and wishes her the best in her well-deserved retirement and future endeavors.

*Passed and Adopted*, This 17th Day of December 2014, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
Pam Keith, President

\_\_\_\_\_  
A. Marie Young, Vice President

\_\_\_\_\_  
Monica Brown

\_\_\_\_\_  
Sarah E. Chapman, Ph.D.

\_\_\_\_\_  
Denis Honeychurch, J.D

\_\_\_\_\_  
Michael A. Martin

\_\_\_\_\_  
Rosemary Thurston

\_\_\_\_\_  
Naser J. Baig, Student Trustee



AGENDA ITEM 12.a  
MEETING DATE December 17, 2014

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

**TO:** Members of the Governing Board  
**SUBJECT:** HONORARY DEGREES – JANUARY 18, 2015

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

The Board is being asked to approve the following individuals for honorary degrees to be awarded at the 14<sup>th</sup> Annual Martin Luther King, Jr. Community Celebration on January 18, 2015.

CC Sabathia  
Amber Sabathia  
Mrs. Wright

Government Code: Board Policy: 6203 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

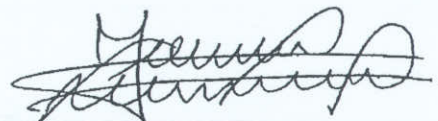
**ADDRESS**

(707) 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

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



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

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT AND OPERATING ENGINEERS/STATIONARY  
ENGINEERS, LOCAL 39 2014-2016 COLLECTIVE  
BARGAINING AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached between the Operating Engineers/Stationary Engineers, Local 39 and the District. The Local 39 ratified the tentative agreement on December 3, 2014.

The administration recommends approval of the attached agreement.

Government Code: 3540

Board Policy: 4015

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 94534-3197

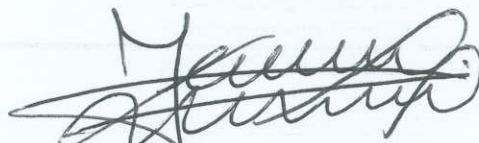
ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration  
ORGANIZATION

December 5, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

December 5, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



## ARTICLE 8 DISCIPLINE AND DISMISSAL

### 8.7 Procedures:

8.7.1 Pre-disciplinary Meeting Skelly Hearing: ~~Ten (10) working days prior to the recommended action, and upon receipt of the~~ An initial written recommendation to demote, suspend or terminate a bargaining unit employee, ~~shall be issued by the Assoc. VP of Human Resources the Superintendent/President or designee. This written recommendation shall include notice of the employee's right to who initiates the recommendation shall provide the employee with a~~ pre-disciplinary meeting ("Skelly Hearing") within ten (10) working days. (Adopted 12/17/14) The purpose of this meeting is to allow the employee to respond to the written charges and supporting documentation and to inquire as to the basis of the proposed disciplinary action.

The employee shall be entitled to union representation at the Skelly Hearing pre-disciplinary meeting. ~~The Superintendent/President or designee~~ The Skelly Officer as a result of this meeting may amend, withdraw or continue the recommendation to discipline by responding in writing within five (5) working days of the meeting to the affected employees and the union representative. (Adopted 12/17/14)

8.7.2 Notice of Disciplinary Action: ~~The Skelly Officer's recommendation shall be forwarded to the Superintendent/President. Within 10 (ten) working days, a written notice shall be served upon the employee~~ No permanent employee shall be suspended, demoted, or dismissed unless there is served upon said employee a written notice of suspension, demotion, or dismissal, signed by the Superintendent/President, stating the charges against the employee and the reasons for upholding or modifying the proposed suspension, demotion, or dismissal, and the effective date thereof. A copy of such notice shall also be sent to the Union. Under ordinary circumstances, notice of ten (10) working days shall be given before any action is effective. (Adopted 12/17/14)

8.7.3 Disciplinary Proceedings: ~~The notice shall also include disciplined, or dismissed employee, shall be informed in writing of the specific charges against him/her, a statement of his/her~~ the disciplined or dismissed employee's right to a hearing on such the charges, and the time within which a hearing may be requested, which shall be not less than five (5) working days after service of the notice to the employee, and a card,. Said notice shall include a hearing request form, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges., shall be enclosed in the letter for the employee to either sign or reject at his/her discretion. (Adopted 12/17/14)

8.7.3 Hearing Procedures: ~~Within 45 (forty-five) calendar days of receipt of the employee's written request for a hearing, At the time and place designated,~~ the Governing Board shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel or employee organization

representative. (Adopted 12/17/14)

The decision of the Governing Board shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the Superintendent/President or modify the severity of same.

~~All suspensions and dismissals shall be without pay after the effective date thereof.~~  
(Adopted 12/17/14)

## **ARTICLE 10 PROFESSIONAL GROWTH**

The Professional Growth Program provides a maximum bonus of ten percent (10%) above the employees' regular rate of pay for the completion of 46 semester units of college credit. A maximum step of 15% above the employee's regular rate of pay for the completion of 69 semester units relevant to the unit member's specific job responsibilities, which include the completion of an Associate's degree or higher from a regionally accredited institution as recognized by the U.S. Department of Education or the completion of a trade school certificate program. (Adopted 12/17/14) Professional growth credits must be earned after the initial hire date of the employee.

This bonus is to be non-cumulative and shall be paid in increments of five percent (5%) of the base for each 23 college credits completed. Payment will be made according to the schedule listed below.



## **ARTICLE 11 HOURS AND OVERTIME**

11.3 Shift Assignments and Rotation Schedules: Shift assignments for applicable positions are set for a specific period of time and will not be changed without consultation with the employee, except in cases of extreme emergency.

~~Initial shift assignments will be made based on a seniority basis; thereafter assignments will be on a rotation basis. (Adopted 12/17/14)~~

11.20 Flexible Scheduling: The District recognizes that flexible scheduling of work hours which accommodate the personal preference of employees and meets department needs may be of benefit to both the employees and the District. Employees may voluntarily work a flexible schedule so long as the core needs of the District are met. Requests for flexible schedules shall be made and evaluated at the department level. Therefore, different types of schedules may be implemented depending on the needs of each department. The department manager retains the right to determine the core needs of his/her department.

A proposal for flexible schedule whether introduced by the employee or the manager shall be discussed between employee and the manager before the proposed schedule begins. An agreed upon flexible schedule between the manager and the employee will be documented and a copy sent to Human Resources and to the Local 39 Representative.

Flexible scheduling arrangements may be discontinued after the affected employee and the manager have discussed the change for the following: a change in personnel; the request of the employee; or the determination by management. (Adopted 12/17/14)

## **ARTICLE 12 HOLIDAYS/BREAKS**

12.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. Holidays falling on a day designated as a non-work day other than Saturday or Sunday (including, but not limited to, Winter recess, Spring recess) shall be observed as floating holidays. (Adopted 12/17/14)

## ARTICLE 13 VACATION PLAN

13.3.2 Twelve-Month Employees: Vacation entitlement shall be as follows:

12-month/8 hour Employees	Days Accrued	Monthly Accrual	First year Entitlement	Two Year Entitlement
1 month through 5 years	10 days	6.67 hours	80.04 hours	160.08 hours
1 month through 9 years	15 days	10.00 hours	120.00 hours	240.00 hours
10 years through 14 years	20 days	13.34 hours	160.08 hours	320.16 hours
15 years and above	25 days	16.67 hours	200.04 hours	400.08 hours

NOTE: Your vacation balance is included in your monthly pay stub.

12-month/7 ½ hour Employees	Days Accrued	Monthly Accrual	First year Entitlement	Two Year Entitlement
1 month through 5 years	10 days	6.25 hours	75.00 hours	150.00 hours
1 month through 9 years	15 days	9.38 hours	112.56 hours	225.12 hours
10 years through 14 years	20 days	12.51 hours	150.12 hours	300.24 hours
15 years and above	25 days	15.63 hours	187.06 hours	375.12 hours

(Adopted 12/17/14)



## **ARTICLE 16 CONTRACTING OUT**

- 16.6.1 **Restriction:** The District agrees that it will not contract out work customarily and routinely performed by employees in the bargaining unit without first discussing the matter with the Union.

Work customarily performed by bargaining unit members shall be defined as the regularly assigned work schedule of the employee.

The District also agrees to abide by California Education Code Section 88003.1.  
(Adopted 12/17/14)

## **ARTICLE 18 JOB VACANCIES**

- 18.1 **Posting of Notice:** Notice of all job vacancies shall be posted ~~on bulletin boards in prominent locations at each District job site~~ on bulletin board in Building 1900 and online at [www.solano.edu](http://www.solano.edu). (Adopted 12/17/14)

## **ARTICLE 19 RECLASSIFICATION**

### **19.2 Reclassification**

- 19.2.1 Reclassification is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.
- 19.2.2 Reclassification may be employee and/or District initiated.
- 19.2.3 The position will be reviewed, not the person serving in the position. Reclassification should not be viewed as a reward for superior services, seniority or qualifications of the incumbent or temporary nature of assignments. Assuming duties on one's own authority does not constitute a basis for reclassification.
- 19.2.4 Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged and will not be considered a basis for reclassification.
- 19.3 **Reclassification Criteria Resulting in a Salary Adjustment** (at least one criteria must be met to be eligible)

- 19.3.1 Significant job duties (other than increased workload) added to a specific position by the supervisor or assumed by the employee with the supervisor's knowledge and explicit or tacit approval.
- 19.3.2 Significant job duties added to a position or class of positions by the District.
- 19.3.3 Significant changes in levels of responsibility to a position or a class of positions.

19.4 **Employee Initiated Reclassification Requests**

- 19.4.1 The employee shall notify the Director of Human Resources in writing no later than December 1 requesting a reclassification review.
- 19.4.2 The Director of Human Resources will forward a reclassification questionnaire to the employee in the first workweek of January.
- 19.4.3 The employee must complete the reclassification questionnaire provided for this purpose and attach any supporting documents and submit the documents to Human Resources no later than March 1. If the first falls on a non-workday, the previous workday is the deadline for submission.
- 19.4.4 The employee shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to support the reclassification request.
- 19.4.5 The Director of Human Resources will forward the employee's questionnaire to the manager for their written response, which must be returned no later than April 15 to the Director of Human Resources. The Director of Human Resources may provide an extension if the manager has reasonable justification.

19.5 **Reclassification Review Process**

The Director of Human Resources will review all written reclassification questionnaires and meet with each employee and the manager. The Director of Human Resources will conduct an internal classification analysis and evaluate each request based on the following evaluation factors:

- a. Know How - 25%
- b. Problem Solving - 20%
- c. Responsibility - 30%
- d. Working Conditions - 10%



- e. Human Relations - 15%

19.6 **Recommendations**

- 19.6.1 The Director of Human Resources shall make a recommendation and within thirty (30) calendar days forward same to the Superintendent/President and to the employee. (Adopted 12/17/14)
- 19.6.2 The employee may appeal the recommendation of the Director of Human Resources in writing to the Superintendent/President within fifteen (15) calendar days of the written notification.

19.7 **Action**

- 19.7.1 The Superintendent/President shall review the recommendation of the Director of Human Resources and the written appeal if one is received within the timeline and make a determination.
- 19.7.2 The Superintendent/President shall make the final decision within thirty (30) calendar days and forward the decision to the Director of Human Resources. The Director of Human Resources shall provide a copy of the decision to the employee. There will be no appeals or grievances to the final decision. (Adopted 12/17/14)
- 19.7.3 Reclassification that results in changes in the job description or job title shall become effective as soon as the Governing Board approves the revised job description and/or job title which shall occur no later than sixty (60) calendar days from the Superintendent/President's decision. Reclassification that results in a salary upgrade will become effective no later than the first workday of the following fiscal year or sooner as determined by the Superintendent/President. (Adopted 12/17/14)

## **ARTICLE 29 DURATION CLAUSE**

The term of this agreement is July 1, 2014 to June 30, 2016. Any existing contract provision not covered in this tentative agreement is assumed to roll over. (Board Action 12/17/14)

## **ARTICLE 28 NEGOTIATIONS**

Reopener for the Economic Betterment of the Bargaining Unit Employees

On or about July 1, 2015, at the request of Stationary Engineers, Local 39, the District agrees to reopen Section 14.1 Compensation for the purpose of meeting and conferring over potential wage increases. (Adopted 12/17/14)

Should the District extend to any other bargaining unit, compensation and health benefits which are more favorable to that bargaining unit than the compensation and health benefits set forth in this agreement, such terms shall automatically extend to all employees by this agreement. (Adopted 12/17/14)



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

**TO: Members of the Governing Board**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
SONOMA STATE UNIVERSITY AND SOLANO  
COMMUNITY COLLEGE**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

An agreement between Solano Community College District identified as "SCCD" and Sonoma State University identified as "SSU" is being presented to the Governing Board for approval.

Whereas "SCCD" is in receipt of Stuart Foundation and Emily and David Pottruck Fund Grants of \$150,000 to plan the development and implementation of a Multi-Campus Network.

This Memorandum of Understanding between "SCCD" and "SSU" is in place to plan the development and implementation of the North Bay Network that increases the college persistence and graduation rates of foster youth in Solano and Sonoma Counties.

The term of this agreement is November 1, 2014, through October 30, 2015.

A copy of the Memorandum of Understanding is available in the Office of the Superintendent-President and the Office of the Vice President of Finance and Administration. Approval is requested at this time.

*Government Code: Board Policy: Estimated Fiscal Impact: \$ 150,000 Grant Funded*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Diane White, Interim Vice President,  
Academic Affairs

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

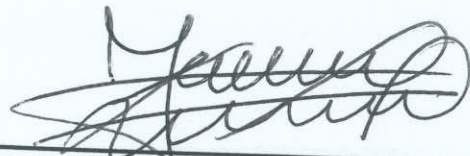
**ADDRESS**

707 864-7285

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

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



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

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

# MEMORANDUM OF UNDERSTANDING

## Between Sonoma State University and Solano Community College

This MEMORANDUM OF UNDERSTANDING is entered into this 1<sup>st</sup> day of November 2014, by and between Sonoma State University, hereinafter referred to as "SSU", and Solano Community College, hereinafter referred to as "SCC".

Whereas SCC is in receipt of Stuart Foundation and Emily and David Pottruck Fund grants of \$150,000 to plan the development and implementation of a Multi-Campus Network, hereinafter referred to as "North Bay Network", that increases the college persistence and graduation rates of foster youth in Solano and Sonoma Counties;

Whereas SSU is an integral partner with Solano Community College (SCC) and Santa Rosa Junior College in a Multi-Campus Network and SCC is fiscal sponsor of the project;

And whereas SSU is the conduit for said activity;

Now, therefore SCC and SSU have agreed to collaborate as detailed below.

### SSU Responsibilities

SOLANO COMMUNITY COLLEGE, SANTA ROSA JUNIOR COLLEGE AND SONOMA STATE UNIVERSITY MULTI-CAMPUS NETWORK FOR FOSTER YOUTH (NORTH BAY NETWORK)

Grant Number: 2013-0988

Grant Term: 11/01/2014-10/30/2015

This Memorandum of Understanding (MOU) is between Solano Community College and the Sonoma State University. The MOU is in place to plan the development and implementation of the North Bay Network that increases the college persistence and graduation rates of foster youth in Solano and Sonoma Counties.

### Annual Goals:

1. Of the 206 (206) foster youth enrolled in a campus support program:
  - a. Eighty-two percent (82%), one hundred and sixty-eight (168) foster youth, will receive CHAFEE, Pell, Cal Grant, BOG waiver, or other financial aid.
  - b. Eighty-five percent (85%), one hundred seventy-five (175) foster youth, will complete a counselor approved student education plan.
  - c. Thirty-five percent (35%), seventy-three (73) foster youth whose first course attempted in math was below college-level will successfully complete a remedial math course.
  - d. Forty-one percent (41%), eighty-five (85) foster youth, whose first course attempted in English was below college level will successfully complete a remedial English course.
  - e. Twenty-nine percent (29%), fifty-nine (59) foster youth will achieve 30 or more units.



2. Of the one-hundred and seventy-five (175) foster youth enrolled in a community college campus support program, forty percent (40%), seventy (70) foster youth, will achieve a two point zero (2.0) or higher in all attempted courses.
3. Of the thirty-one (31) foster youth enrolled in the campus support program at a network university, ninety-five percent (95%), twenty-nine (29) foster youth will achieve a grade point average of two point zero (2.0) or higher for the most recent term.
4. Sixteen (16) foster youth enrolled in a campus support program will complete a degree or certificate program.
5. Eight (8) foster youth enrolled in a community college campus support program will transfer to a university.

**Annual Objectives:**

1. By November 1, 2014, develop and operationalize a shared definition for foster youth for the purpose of data collection, as well as aligned data collection methods.
2. By November 15, 2014, provide the Foundation with foster youth milestone and momentum metrics for the 2012-2013 and 2013-2014 academic years.
3. By June 30, 2015:
  - a. Seventy-four (74) foster youth will attend at least one network outreach activity providing timely preparation and enrollment information. Of these students:
    - i. Fifty percent (50%), thirty-seven (37) foster youth, will enroll in college.
    - ii. Sixty percent (60%), forty-four (44) foster youth, will complete the FAFSA.
  - b. Thirty-four (34) foster youth will participate in a summer bridge program and ninety percent (90%), thirty (30) foster youth, will complete the FAFSA.
  - c. Of the two-hundred and six (206) foster youth enrolled in a campus support program:
    - i. Ninety percent (90%), one-hundred and eighty five (185) foster youth, will use their priority enrollment.
    - ii. Eighty-five percent (85%), one-hundred seventy-five (175) foster youth, will have a relevant educational plan developed by the end of their first term that addresses both their interests and their ability to earn a living wage.
    - iii. Seventy percent (70%), one-hundred and forty-four (144) foster youth will utilize peer mentoring, career center events, and other support services provided through the campus support program.
  - d. All three (3) campuses will establish Memorandums of Understandings that articulate bi-directional transfer policies and procedures for foster youth.
4. By September 30, 2015:

- a. Ninety percent (90%), of the thirty-four (34) foster youth who participated in summer bridge program designed to acclimate students to the college experience and enrollment process will enroll in college.
  - i. Eighty percent (80%), of the ten (10) foster youth in community college programs that are eligible to transfer will matriculate to the four-year university.
5. By October 31, 2015:
- a. Participate in a minimum of six (6) network meetings.
  - b. Participate in a minimum of four (4) technical assistance trainings provided by the College Pathways technical assistance provider.

### **SCC Responsibilities/Deliverables**

1. SCC will provide \$50,000 to SSU for grant activities, personnel expenses, travel and meeting planning and attendance, supplies, assessment and consultation. Included in the attached budget, SSU will carry forward \$15,664 remaining from their allocation with the initial planning grant for a total budget of \$65,664.
2. SCC will provide program management services, to include progress and financial reporting, meeting coordination and administrative support.

### **Term**

The term of this agreement shall be from November 1, 2014, through October 30, 2015. This agreement may be extended or increased with an addendum.

The signatures below indicate agreement to the foregoing terms dated this 1<sup>st</sup> day of November, 2014.

**Sonoma State University:**

\_\_\_\_\_  
Trudee Herman  
Contract Specialist  
Sonoma State University

**Solano Community College:**

\_\_\_\_\_  
Jowel Laguerre  
President  
Solano Community College

\_\_\_\_\_  
Jocelyn Mouton  
Interim Dean of Counseling  
Solano Community College



Memorandum of Understanding  
Sonoma State University  
Solano Community College  
Award # 2013-0988  
11/1/2014 - 10/30/2015

Attachment A  
Page 1 of 1

**BUDGET**

Salaries		
Support Staff		28,035.00
Student Assistant		2,932.55
Benefits		
Support Staff		21,965.00
Student Assistant		67.45
<b>Total SWFB</b>		<b>53,000.00</b>
Travel		2,188.00
Materials & supplies		4,635.00
Other (Assessment activities)		2,237.00
Events/Catering (Development Activities)		3,604.00
<b>TOTAL</b>	<b>\$</b>	<b>65,664.00</b>

AGENDA ITEM 12. (d)  
MEETING DATE December 17, 2014

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

**TO:** Members of the Governing Board

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

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

During the fall 2014 semester in the months of November and December 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

*Government Code Title V, Chapter 6, Subchapter 2, beginning with §55100 Board Policy: 6100  
Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Diane White, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

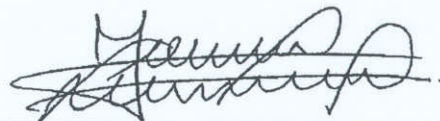
(707) 864-7102

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# SOLANO COMMUNITY COLLEGE

## REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the fall 2014 semester in the months November and December 2014, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

### COURSE MODIFICATIONS

Course	Modifications	Class Max
(CP14-112) COMM 075A Sports Broadcasting - Fall	Course Number, TOP Code, SAM Code, Units, Contact hours, Course Advisory, Catalog Description, Objectives, Assessments, Assignments, Content, Textbooks	25
(CP14-161) MUSC 015 Stage Band	GE, articulation, transferability, course advisory, catalog description, objectives, assessment, assignments, content, textbooks <b>(for C-ID and the Music ADT)</b>	30
(CP14-178) MUSC 025 Chamber Choir	SAM Code, course advisory, prerequisite, objectives, assessment, assignments, content, textbooks <b>(for C-ID and the Music ADT)</b>	30
(CP14-179) MUSC 026 Vocal Jazz Ensemble	SAM Code, course advisory, objectives, assignments, content <b>(for C-ID and the Music ADT)</b>	30
(CP14-162) MUSC 040A Applied Music I	update contact hours, catalog description and content from previous approval <b>(for C-ID and the Music ADT)</b>	20
(CP14-163) MUSC 040B Applied Music II	update contact hours, catalog description and content from previous approval <b>(for C-ID and the Music ADT)</b>	20
(CP14-164) MUSC 040C Applied Music III	update contact hours, catalog description and content from previous approval <b>(for C-ID and the Music ADT)</b>	20
(CP14-165) MUSC 040D Applied Music IV	update contact hours, catalog description and content from previous approval <b>(for C-ID and the Music ADT)</b>	20
(CP14-168) NURS 103 Certified Nursing Assistant	Course Number, Title, TOP Code, Units, Contact hours, Methods of Instruction, Prerequisite, Catalog Information, Assessment, Textbooks	22
(CP14-055) DRFT 055 Mechanical Drafting I	contact hours, prerequisite, catalog description, objectives, assessment, assignments, content <b>(Curriculum Review)</b>	24

### NEW COURSES

Course	Class Max
(CP14-138) ATEC 136 Automotive Manual Drivetrain and Axles	24
(CP14-169) NURS 105 Acute Care Nursing Assistant	35
(CP14-147) OCED 071 Occupational Portfolio Development	30

**MODIFIED PROGRAM**

(CP14-181) Political Science A.A.-T

**CONSENT ITEMS**

MUSC 060 – Sound Recording Lab – Writing assignments

MUSC 061 – MIDI and Computer Music Sequencing and Scoring – Writing assignments

MUSC 062 – Introduction to Pro Tools – Writing assignments

MUSC 063 – Pro Tools Production – Writing assignments

MUSC 066A – Advanced Sound Recording – Signal Processing – Writing assignments

MUSC 066B – Advanced Sound recording – Microphone Technique – Writing assignments

MUSC 066C – Advanced Sound Recording – Mixing and Mastering – Writing assignments

MUSC 066D – Advanced Sound Recording – Analog Recording – Writing assignments

MUSC 066E – Advanced Sound Recording – Home Studio Recording – Writing assignments



AGENDA ITEM 12.(e)  
MEETING DATE December 17, 2014

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: RESOLUTION HONORING DR. MARTIN LUTHER KING,  
JR., HOLIDAY, JANUARY 19, 2015, RESOLUTION NO.  
14/15-16**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Approval is requested for Resolution No. 14/15-16 to observe the Dr. Martin Luther King, Jr., Holiday, January 19, 2015, and commemorate throughout the year with appropriate programs, ceremonies, and activities.

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

Shirley Lewis, J.D.  
Chief Student Services Officer

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

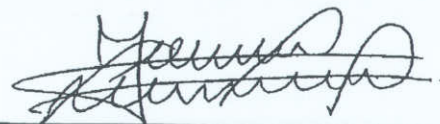
**ADDRESS**

707 864-7168

**TELEPHONE NUMBER**

Student Services  
**ORGANIZATION**

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



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

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

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION HONORING  
DR. MARTIN LUTHER KING, JR., HOLIDAY  
JANUARY 19, 2015**

**RESOLUTION NO. 14/15-16**

**WHEREAS**, August 28, 1963, when the Reverend Dr. Martin Luther King, Jr., delivered in Washington, D.C., the "I Have A Dream" speech, which is one of the greatest speeches in our Nation's history, approximately 800 citizens marched peacefully in downtown Vallejo with placards from "Civil Rights is a Must" to "Let's Present the True American Image to the Freedom Loving People of the World" while singing the iconic Civil Rights song, "We Shall Overcome";

**WHEREAS**, That same historic day, a quarter million men and women, young and old, filled our great capital's landscape in Washington, D.C., to take part in what Dr. King called "the greatest demonstration for freedom in the history of our nation," as diverse people were woven together like a great American human tapestry, sharing in the dream that our nation would one day make real the promise of Liberty, Equality, and Justice for all;

**WHEREAS**, The "I Have A Dream" speech capped off a summer of discontent, a time when the call for Civil Rights was met with imprisonment, bomb threats, and brutality, and the marchers endured billy clubs and/or fire hose blasts, yet they chose to respond with nonviolent resistance with a fierce dignity that stirred our nation's conscience and paved the way for two major victories of the Civil Rights Movement, the Civil Rights Act of 1964, and the Voting Rights Act of 1965;

**WHEREAS**, We remember that the March On Washington was a demonstration for jobs and justice, and the coalition that brought about Civil Rights understood that racial equality and fairness for workers are bound together because when one American gets a raw deal, it jeopardizes Liberty, Equality, and Justice for everyone, and these are lessons we carry forward that we cannot march alone; that our America flourishes best when we acknowledge our common humanity, that our future is interdependently linked to the destiny of every soul on earth;



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION HONORING  
DR. MARTIN LUTHER KING, JR., HOLIDAY  
JANUARY 19, 2015**

**RESOLUTION NO. 14/15-16**

**(Continuing – Page 2)**

**WHEREAS,** It is not enough to reflect with pride on the victories of the Civil Rights Movement, and in honor of men, women, and children of all races who left footprints on the National Mall or in downtown Vallejo, we must make progress in our time, and let us guard against prejudice whether at the polls or in the workplace; whether on our streets or in our own hearts, and let us pledge that, in the words of Dr. King, "we will not be satisfied until justice rolls down like waters and righteousness like a mighty stream;" and

**WHEREAS,** In our great "melting-pot" country of the United States of America, the county of Solano has been honored as one of the most diverse counties in America, and we are a very proud community college family that celebrates our diversity with numerous cultural and ethnic events throughout the year.

**NOW, THEREFORE, BE IT RESOLVED,** That the Solano Community College Governing Board do hereby call upon all students, faculty, and staff to reverently observe the Dr. Martin Luther King Jr., Holiday, January 19, 2015, and to commemorate throughout the year with appropriate programs, ceremonies, and activities to celebrate our beloved county's diversity.

**PASSED AND ADOPTED,** This 17<sup>th</sup> day of December 2014, by the Solano Community College District Governing Board, Solano County, California, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION HONORING  
DR. MARTIN LUTHER KING, JR., HOLIDAY  
JANUARY 19, 2015**

**RESOLUTION NO. 14/15-16**

**(Continuing – Page 3)**

\_\_\_\_\_  
**BOARD PRESIDENT**

\_\_\_\_\_  
**JOWEL C. LAGUERRE, Ph.D.  
SUPERINTENDENT-PRESIDENT**

**CERTIFICATION**

I, **JOWEL C. LAGUERRE, Ph.D.**, Secretary to the Solano Community College District Governing Board, Solano County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regular meeting held on the above-stated date, which resolution is on file in the office of the Board.

\_\_\_\_\_  
**JOWEL C. LAGUERRE, Ph.D.  
Board Secretary**



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

**TO:** Members of the Governing Board

**SUBJECT:** 2014-2017 STUDENT EQUITY PLAN  
(UPDATED AUGUST 25, 2014)

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

The Board of Trustees approved the Solano Community College Student Equity Plan (SEP) on September 18, 2013. The update to the Student Equity Plan 2014-17, includes:

- Updated student equity data for the years fall 2008 through fall 2013;
- Analysis of California Community College Chancellor's Office (CCCCO) Data Mart and Data on Demand data to measure disproportionate impact (DI) using the 80% Rule for the following five disaggregated subgroups: gender, ethnicity, age, disability status, and economically disadvantaged;
- Additional student populations addressed by gender (as defined in the U.S. 2010 census), as mandated by June 2014 legislative changes, including current or former foster youth, veterans, low income students, more than one race, and some other race;
- Revised SEP goals and activities to address and monitor disparities, based on the DI study and the 2013-14 Student Equity program review; and
- Coordination with the Student Success and Support Program (SSSP) Plan.

A copy of the updated Plan by the Student Equity Committee, dated August 25, 2014, was provided to the Board under separate cover. Approval is requested at this time.

Gov. Code: Board Policy: 5355 Estimated Fiscal Impact: \$ Unknown

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Dr. Shirley V. Lewis  
Chief Student Services Officer

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

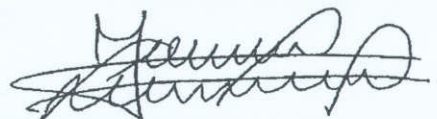
707-864-7159

**TELEPHONE NUMBER**

Student Services  
**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 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, HUAMEIJIADAI INVESTMENT FUND MANAGEMENT COMPANY, LTD., AND UNITED STATES EDUCATION FOUNDATION**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

An agreement between Solano Community College District identified as "SCCD" and Huameijiadai Investment Fund Management Company, Ltd., identified as "Huameijiadai" and the United States Education Foundation identified as "USEF" is in place to provide certificate training courses to international students from China in basic aircraft maintenance technologies.

The agreement may be terminated by providing the other parties with 60-day notice in writing stating reason for termination.

This agreement has been vetted by legal counsel.

A copy of the agreement is available in the Office of the Superintendent-President.

Government Code: Board Policy: Estimated Fiscal Impact: \$ Unknown

**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

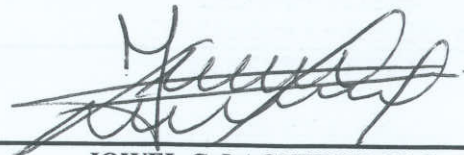
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 5, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 5, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**Agreement between  
Solano Community College District  
and  
Huameijiadai (Beijing) Investment Fund Management Co., LTD  
and  
United States Education Foundation, Inc.,**

**Exclusive Agency Agreement**

This **Exclusive Agency Agreement** is entered into by and between:

**Solano Community College** with its principal office and operation located at 4000 Suisun Valley Road, Fairfield, CA 94534 - United States of America; having business registration number: 37-1530205, United States of America Federal Aviation Administration Air Agency Certificate Number: **DB9T080R**, principal contact person Dr. Jowel C. Laguerre, Superintendent-President and contact phone number: 7078647112 email address: [jowel.laguerre@solano.edu](mailto:jowel.laguerre@solano.edu) hereinafter referred to as "Aeronautic Maintenance Training Provider" or "Solano Community College"

And:

**HUAMEIJIADAI (BEIJING) INVESTMENT FUND MANAGEMENT CO., LTD** whose principal place of business is Room3205 Tower 5, SOHO Modern City, 55 East Third Ring Road, Chaoyang District, Beijing 100020, China; having business registration number: TBD; principal contact person Ms. Quan Wang, CEO of the business with her office phone number +8601065091771 and email address [wangqun7676@163.com](mailto:wangqun7676@163.com); hereinafter referred to as the "Representative" or "HUAMEIJIADAI".

And:

**UNITED STATES EDUCATION FOUNDATION INC.** whose principal place of business is 718 Monaghan Circle, Vacaville, CA 95688, USA; having business registration number: C3540016; principal contact person Mr. Paul Cheng, CEO of the business with his office phone number (707) 514 6707 and email address: [usef.edu@gmail.com](mailto:usef.edu@gmail.com); hereinafter referred to as the "USEF".

**1. GENERAL DESCRIPTION**

- 1.1 Solano Community College shall provide certificate training courses to international students from China in basic aircraft maintenance technologies.
- 1.2 The objective of the courses is to enable the student to pass written, oral and practical examinations from the Federal Aviation Administration for airframe, power plant, general maintenance and avionic (the program is pending development and approval by the end of 2015) licenses and obtain those licenses.
- 1.3 HUAMEIJIADAI works as the Exclusive Agent in China to provide Chinese students to Solano Community College in the State of California, United States of America as detailed

in this Agreement.

- 1.4 USEF acts as the exclusive agent for home-stay/accommodation and the guardian of the students as detailed in this Agreement.

## **2. LICENSES AND CERTIFICATIONS**

- 2.1 All parties confirm and accept that Solano Community College is accredited by The Federal Aviation Administration under **DB9T080R** and the State of California, and is authorized to conduct the programs set forth in sections 1.1 and 1.2 of this Agreement. Solano Community College shall obtain permissions to conduct "Professional Aeronautic Maintenance Training." Solano Community College will conduct its programs in accordance with all State and Federal and ensure that all proper licenses and certificates are obtained and filed with the appropriate Federal and the State agencies.
- 2.2 It is confirmed and accepted by all parties that Solano Community College is authorized by the Department of Homeland Security to recruit international students, including those studying Aeronautic Maintenance from China.
- 2.3 It is confirmed and accepted by all parties that all Solano Community College employees conducting such training are qualified and certified by the FAA.
- 2.4 It is the responsibility of Solano Community College to maintain all licenses, certifications, and qualifications as described in sections 2.1, 2.2 and 2.3 of this Agreement during the course of this Agreement. It is also the responsibility of Solano Community College to keep its programs efficient, professional and competitive during the course of this Agreement.

## **3. INTENT TO SUPPLY PROSPECTIVE STUDENTS TO THE SOLANO COMMUNITY COLLEGE SCHOOL OF AERONAUTICS**

- 3.1 It is accepted by all parties that the Representative has researched, contacted and contracted suitable provisions and is able to supply a steady flow of student applicants to the Aeronautic Maintenance Training Provider on regular basis, in groups of at least 24 qualified students (High School completers), who agrees to accept the said students according to this agreement. The starting date is September 1, 2015.
- 3.2 All parties accept that it is the responsibility of HUAMEIJIADAI and the support of Aeronautic Maintenance Training Provider to ensure prospective students can read, speak and understand English in accordance with the immigration laws regulations of the United States. Before students leave China, USEF will recommend and/or arrange for all students to go through appropriate English training course(s) and achieve the score of TOEFL 71 or equivalent. USEF will further arrange students to have a Skype video interview with Aeronautic Maintenance Training Provider. Alternatively students may come to USEF/SCC to study English and achieve the score of TOEFL 71.

## **4. EXCLUSIVE AGENCY RIGHTS FOR CHINA**

- 4.1 The Aeronautic Maintenance Training Provider agrees to allow the Representative the "Exclusive Agency Rights" to supply students from "CHINA" for seven years from the date this agreement is signed. Solano Community College shall not at any time during this



Agreement enter into negotiations with any other representative or individual from China regarding any business relating to this Agreement without the knowledge and participation of HUAMEIJIADAI. The Representative and Solano Community College may work with other entities together to achieve their common goal of enrolling students into the special aeronautics program. Solano Community College and USEF reserve the rights to establish other training centers to meet the needs of the students. The Representative shall lose "Exclusive Agency Rights" and Solano Community College shall have the right to terminate this Agreement if Representative is not able to produce 100 students by August 30, 2016.

- 4.2 Any business leads and/or inquiries received by Solano Community College relating to this Agreement from within CHINA and that may lead to a business within CHINA will be redirected back to HUAMEIJIADAI to handle and will be governed by this agreement.
- 4.3 The Aeronautic Maintenance Training Provider agrees to expand and accommodate qualified and eligible students where possible in its sole and exclusive judgment in order to ensure the Representatives growth is not hindered.
- 4.4 Solano Community College will have exclusive rights to students recruited by HUAMEIJIADAI for the three programs listed above. If Solano Community College cannot accommodate the students within a reasonable period of time, USEF and HUAMEIJIADAI will be free to find other options for Solano Community College with the approval of Solano Community College. Solano Community College's accommodations may include subcontracting with other schools. Within six months of the signing of the agreement, SCC will find partners to facilitate accommodation or this clause will be deleted.

## **5. MARKETING**

- 5.1 The Representative agrees to promote Solano Community College programs in a professional way to local Chinese markets based on instructions from Solano Community College and in line with Solano Community College's marketing strategy. The Representative shall inform the Aeronautic Maintenance Training Provider in advance of the number of students arriving for any class.
- 5.2 The Aeronautic Maintenance Training Provider agrees to support and assist the marketing in China including but not limited to providing up to date school information and legislation/regulation updates, brochures, flyers, other marketing materials, advertising quality electronic images, videos, telephone/email support, and website support.
- 5.3 All parties shall announce that HUAMEIJIADAI is the Exclusive Agent in China for Solano Community College Aeronautics program on their respective web sites.
- 5.4 Solano Community College shall provide the Representative use of its logo for the sole purpose of marketing the Aeronautics program in China. The Representative shall not use the Solano Community College logo for any other purpose.
- 5.5 The Representative agrees to organize seminars and to take part in exhibitions twice per year to promote Solano Community College and its programs.

## **6. SUBAGENTS AND SUBCONTRACTORS IN CHINA**



- 6.1 The Aeronautic Maintenance Training Provider agrees and supports cooperation between HUAMEIJIADAI and its Chinese partners within the framework of this Agreement. HUAMEIJIADAI agrees and supports the Aeronautic Maintenance Training Provider's working relationships with other partners as long as prospective students in China are directed to Representative.
- 6.2 HUAMEIJIADAI shall take overall responsibility to make sure all of its partners, including all subagents and subcontractors, conduct their businesses legally, professionally and also follow Solano Community College's and HUAMEIJIADAI's marketing strategies and procedures. HUAMEIJIADAI has the sole and exclusive right to select suitable partners, including subagents and subcontractors, and to enter into or terminate any agreements with those partners.
- 6.3 Solano Community College will not enter into any negotiations, contracts or agreements with HUAMEIJIADAI's partners, including all subagents and subcontractors, during the course of this Agreement. There will be no money transferred between Solano Community College and HUAMEIJIADAI's partners. There will be no enrollment applications accepted from HUAMEIJIADAI's partners. All marketing instructions, marketing support inquiries and all other correspondences and activities relating to marketing in China and recruitment for Aeronautic Maintenance Training Provider will be handled through HUAMEIJIADAI only during the course of this Agreement.
- 6.4 HUAMEIJIADAI will immediately inform Aeronautic Maintenance Training Provider of any change to its partners, including all subagents and subcontractors. The Aeronautic Maintenance Training Provider will keep the record of all those secondary partners, including but not limited to, their names, addresses, and related operating information. All the students HUAMEIJIADAI sends to the Aeronautic Maintenance Training Provider will be labeled as from which partner so Aeronautic Maintenance Training Provider can keep students' information filed together with the partners' information for emergency contact purposes.
- 6.5 Upon written request from HUAMEIJIADAI, the Aeronautic Maintenance Training Provider agrees to issue, in a timely manner, a formal paper based "Sub Agency Certificate" to those partners that will include the school superintendent/president's signature, school's common seal or stamp, date and agency number. The agency number will be decided by HUAMEIJIADAI and sent with the request.
- 6.6 From time to time, some secondary partners might be determined by HUAMEIJIADAI as suitable to develop their own subsequent partners. At the time when HUAMEIJIADAI request it, on behalf the secondary partners, Aeronautic Maintenance Training Provider agrees to include a clause or wording of allowing such subsequent partners into the Sub Agency Certificate as in clause 5.5 of this agreement. HUAMEIJIADAI will take overall responsibilities of such cooperation and all activities will be governed by this agreement.

## **7. AIRCRAFT, EQUIPMENT, CLASSROOM AND SUPPORTED PROPS**

- 7.1 The Aeronautic Maintenance Training Provider agrees to maintain all aircrafts, laboratories, equipment, classrooms and supported props used for the training in accordance with FAA requirements and accepts responsibility to maintain all equipment



in accordance with the manufacturer's recommendations at all times during this Agreement.

- 7.2 In the event that the Aeronautic Maintenance Training Provider cannot provide continuous aeronautic maintenance training which would lead to the students inability to complete their training or a major delay to the completion of the training, the Aeronautic Maintenance Training Provider agrees, upon student request, to terminate the training, refund unused portion of the training tuition, and provide assistance to students in transferring their training to another suitable training school in consultation with the Representative.

Solano Community College will follow ACCJC requirements for course or program cancellations. Refunds will be based on Solano Community College policies.

- 7.3 It is also agreed by both parties that HUAMEIJIADAI may request training data, feedback and comments directly from enrolled students regarding the training and services provided by Aeronautic Maintenance Training Provider. Any data, feedback and comments will be used to promote Aeronautic Maintenance Training Provider and also to assist HUAMEIJIADAI to make or adjust recommendations to future students and their parents.

## **8. COURSES AND ENROLLMENT**

- 8.1 The Airframe Certificate course is planned to be completed within 14 months and consists of 41 units, containing all required subjects.
- 8.2 The Power plant Certificate course is planned to be completed within 14 months and consists of 41 units, containing required subjects.
- 8.3 The Maintenance Certificate course is planned to be completed within 14 months and consists of 21 units, containing all required subjects.
- 8.4 The Avionic Certificate course is planned to be completed within 7 months and consists of 28 units, containing all required subjects.
- 8.5 Solano Community College agrees to assist students to take required FAA certificate examinations. Students shall be ultimately responsible for the requirements, schedule, location, application process, and costs of all FAA certificate examinations.
- 8.6 For the students who do not pass FAA certificate examination, Solano Community College agrees to provide additional training and assistance as required so the students can sit for supplementary examinations tuition free for two months. This assistance does not cover living expenses.
- 8.7 Upon satisfactory completion of the course, Solano Community College agrees to issue appropriate certificates to the students.
- 8.8 All parties agree that the course starts the first of September. The Representative shall send all necessary student information to the Aeronautic Maintenance Training Provider at least three (3) months prior to the beginning of the course to allow students time to go through visa application process.

- 8.9 It is understood and accepted by all parties that Solano Community College has a "Student Employment Assistance Program" in place to help students' seeking jobs in China with support of HUAMEIJIADAI. Solano Community College has the sole and exclusive right to manage its "Student Employment Assistance Program."

## **9. STUDENT LODGING AND ACCOMODATIONS**

- 9.1 All parties agree that it is the responsibility of USEF to ensure adequate housing has been established prior to arrival in the United States of America. It is the responsibility of the student to ensure sufficient funds are available to secure such accommodation.
- 9.2 It is also agreed by all parties that students who require additional training outside of structured program will be required to pay all additional fees, including but not limited to aircraft hourly rates and other related fees.
- 9.3 All parties agree that any changes to the course, including price, must be reviewed and agreed upon by all parties at the end of each contract year. Any party proposing changes to the course must provide the proposed changes to the other party in writing 60 days before the end of the contract.
- 9.4 The Representative will be responsible for the visa application. USEF agrees to take reasonable steps to ensure the well-being of the students while they stay in the United States by providing students accommodation assistance, employment assistance, and medical and/or emergency assistance. This clause remains valid upon termination of this agreement as long as the students is still in United States and participating in training at the school.
- 9.5 USEF agrees to offer suitable housing to students, transport students to and from a nearby International Airport and provide daily transportation between students' provided lodging and school.
- 9.6 USEF and Solano Community College agree to, with written authority from each student, publish a profile of each student on the school website in order to assist the students further job seeking back in China. Students' profile contains but not limited to: students' ID number; student's picture; name; starting and finish date; certificate and ratings at graduation; hours and achievement update; chief instructor or principal's reference letter; graduation certificate from school.
- 9.7 HUAMEIJIADAI will receive students' I-20 from Solano Community College within one week of sending through the request and providing all necessary documentation. HUAMEIJIADAI will assist students to prepare themselves for visa applications.

## **10. FINANCIAL**

- 10.1 It is agreed by Solano Community College and HUAMEIJIADAI that the Representative will collect the tuition for SCC.



- 10.2 Representative will remit tuition to SCC prior to the College's issuance of the I-20 or 30 days prior to the beginning of the term. Any student who is not successful at obtaining a student visa will be refunded the tuition by Representative.
- 10.3 The payment method is by TT/Wire Transfer unless the parties agree otherwise in writing.
- 10.4 The Representative agrees to pay USEF 5% commission on every student's tuition.

**11. COMMISSION CHARGES**

- 11.1 The Representative agrees to charge and receive all payments for work done under this Agreement directly from students and not from Solano Community College. Any such payments are to be retained by the Representative. No monies are due to Solano Community College for this service, and the Representative will not receive commission payments from Solano Community College for work done.

**12. TERMINATION OF AGREEMENT**

- 12.1 Any party wishing to terminate this agreement shall do so by providing the other party 60-day notice in writing by letter to be delivered to the party's place of business listed above, stating reason for termination. No party shall be liable for loss of business during this transition.

**13. BREACH OF AGREEMENT**

- 13.1 Should the Representative or USEF be found to be in breach of this agreement, Solano Community College shall have the right to terminate the agreement effective immediately. The waiver of any breach of the Agreement shall not be construed as a waiver of any subsequent breach. No delay or omission in exercising any right or remedy shall operate as a waiver thereon.

**14. WEATHER**

- 14.1 It is accepted that from time to time forces of nature are dominant and Flight Training must cease for safety reasons until such that conditions permit the continuation of training.

**15. INDEMINFICATION**

- 15.1 The Representative and USEF shall indemnify, defend and hold the Solano Community College harmless from and against all losses, costs and expenses, incurred by the Representative or USEF as a result of or in connection with claims for copyright, patent infringements, bodily injury, property damage asserted against the Representative or USEF by third parties, provided and to the extent such claims are caused by the negligent acts or omissions committed by the Representative or USEF in the course of its performance of its obligations under this Agreement.

**16. INDEPENDENT CONTRACTORS**

- 16.1 This Agreement is by and between 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 Independent

Contractors, the Representative and USEF will be solely responsible for determining the means and methods for performing the services described herein. All of the Representative's and USEF's activities will be at their own risk and the Representative and USEF are hereby given notice of the Representative and USEF responsibilities for arrangements to guard against physical, financial, and other risks as appropriate. Neither the Representative nor USEF nor any of their respective employees shall be included in the classified or faculty service, have any property rights to any position, or any other rights an employee of the Representative or USEF may otherwise have in the event of termination of this Agreement

#### **17. GOVERNING LAW AND DISPUTE RESOLUTION**

- 17.1 This Agreement shall be governed by the laws of the State of California, and shall be construed and interpreted thereunder. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The Emergency Arbitrator Provisions shall not apply. The arbitration shall take place in Solano County, California or an adjacent county. The language of the arbitration shall be English. The cost of the arbitrator shall be borne equally by the parties.

#### **18. ASSIGNMENT**

- 18.1 This Agreement and the rights and duties hereunder shall not be assigned in whole or in part without the written consent of all parties

#### **19. DATE**

- 19.1 Executed this \_\_\_\_\_ Day of \_\_\_\_\_ 2014

#### **20. SIGNATURES**

- 20.1 **Solano Community College** (Aeronautic Maintenance Training Provider)

\_\_\_\_\_  
Jowel C. Laguerre, Ph.D. President

\_\_\_\_\_  
Date

- 20.2 **HUAMEIJIADAI (Beijing) Investment Fund Management Co.,Ltd** (Representative)

\_\_\_\_\_  
Qun Wang President

\_\_\_\_\_  
Date



20.3 UNITED STATES EDUCATION FOUNDATION INC. (USEF)

\_\_\_\_\_  
PAUL CHENG      CEO

\_\_\_\_\_  
Date

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

**TO: Members of the Governing Board**

**SUBJECT: WORKFORCE DEVELOPMENT AND CONTINUING  
EDUCATION/SMALL BUSINESS DEVELOPMENT  
CENTER REORGANIZATION**

**REQUESTED ACTION: INFORMATION**

**SUMMARY**

In light of budget considerations, it is necessary to reorganize how the Workforce Development and Continuing Education (WDCE) functions are performed. The best option is to combine the WDCE, with the Small Business Development Center (SBDC) and Workforce Grants (WG) under one umbrella. This reorganization includes a reduction of positions specifically to WDCE and merges all other functions under WDCE/SBDC.

Attached is an organizational chart for the Workforce Development and Continuing Education/Small Business Development Center.

*Government Code:*

*Board Policy:*

*Estimated Fiscal Impact: \$250,000 Savings*

**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**

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



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

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



# WORKFORCE DEVELOPMENT AND CONTINUING EDUCATION/SMALL BUSINESS DEVELOPMENT CENTER ORGANIZATIONAL CHART

