

AGENDA ITEM 11.(b)  
MEETING DATE November 5, 2014

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

**TO:** Members of the Governing Board  
**SUBJECT:** CONSENT AGENDA – DONATION  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

<u>NAME AND ADDRESS</u>	<u>ITEM</u>	<u>DEPARTMENT</u>
Kristina Dem-Ma Genentech 400 New Horizons Way Vacaville, CA 95688	Two 2007 (-80 degree) Thermo freezers, 8600 Series	Biotechnology \$30,000

Acceptance of this donation is recommended at this time.

*Government Code: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gift*

**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

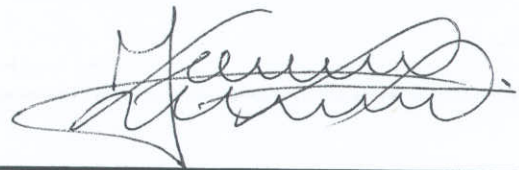
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(c)  
MEETING DATE November 5, 2014

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

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

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**EMPLOYMENT 2014-2015**

**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Myra Kargbo	Temporary FT Nursing Instructor	10/1/2014

**GRATUITOUS SERVICE**

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
John Lloyd	Liberal Arts / Art	Assist with ceramics class
Daniale Reboca	Liberal Arts / Art	Assist lab technician

**RESIGNATIONS**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Terrye Moore-Harper	Nursing Instructor	12/05/14

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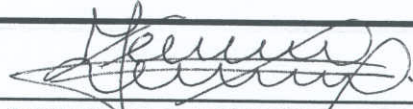
**Wade Larson, D.M.**

Associate Vice President, Human Resources

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October 24, 2014

**Date Submitted**



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

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October 24, 2014

**Date Approved**

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT  
AND SONOMA COUNTY JUNIOR COLLEGE DISTRICT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

This Memorandum of Understanding (MOU) is between Solano Community College District, hereafter identified as "SCCD" and the Sonoma County Junior College District, hereafter known as "SCJCD". The MOU is in place to allow SCCD to participate in the statewide CTE Employment Outcomes Survey. This survey will gather information on employment outcomes for students participating in CTE programs at SCCD. This data includes whether the students became employed within their field of study, the community college coursework positively affected their earning potential, and how the CTE programs can be improved. SCCD will participate in this survey through email, U.S. mail and telephone. Survey results will be shared with participating institutions. This MOU is for the 2014-2015 academic year. The MOU is in the amount of \$13,216.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the School of Applied Technology and Business. Approval of this agreement is requested at this time.

*Government Code: Board Policy: Estimated Fiscal Impact: \$13,216 expenditure  
CEO 2013-14 Goal: CEO Goal 5*

**SUPERINTENDENT'S RECOMMENDATION:**

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

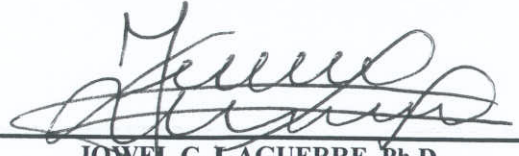
Maire Morinec, Dean  
School of Applied Technology and Business  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**

707-864-7195  
**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

October 24, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 24, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**AGREEMENT**  
**CTE Employment Outcomes Survey**  
**The Sonoma County Junior College District**  
**And Solano Community College**

This Agreement, herein referred to as "Agreement," is entered into by Solano Community College (herein "the Institution") and the Sonoma County Junior College District (herein "the SCJCD"), doing business as "Santa Rosa Junior College".

The CTE Employment Outcomes Survey will gather information on employment outcomes for students participating in CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential and how CTE programs can be improved.

Participating institutions will provide the SCJCD with student contact information that will be used to request their participation in an email, US mail and/or telephone survey, based on a list of student identification numbers provided by the California Community College Chancellor's Office. The SCJCD will provide institutions that participate in this survey with a summary report of its results, its data set and a report on aggregated results for all participating institutions.

THEREFORE, the Institution agrees to the following terms of this Agreement:

**1. Data Sharing**

The Institution gives the SCJCD permission to access student data reflective of the study cohort from the California Community College Chancellor's Office management information system (COMIS) to include unique student identifiers listed in COMIS data element SB00 (college ID's and/or SSNs).

**2. Designated Contact Person**

Please provide information on the Institution's designated primary project contact person for survey implementation:

Name: Peter Cammish \_\_\_\_\_  
Job Title: Dean, Research and Planning \_\_\_\_\_  
Institution: Solano Community College \_\_\_\_\_  
Phone: 707-864-7278 \_\_\_\_\_  
Email: peter.cammish@solano.edu \_\_\_\_\_

The SCJCD's designated contact person for implementation questions about the survey is:  
KC Greaney, Ph.D.

Director of Institutional Research  
SCJCD – Petaluma Campus  
680 Sonoma Mountain Parkway  
Petaluma, CA 94952  
[kgreaney@santarosa.edu](mailto:kgreaney@santarosa.edu)



### 3. Responsibilities

#### The Institution's Responsibilities

- a. The Institution will designate a specific local contact person for the project entered on page 1 of the Agreement. Official correspondence (including the secure transmission of data) from the SCJCD will be directed to the designated primary local project contact, who can then forward as appropriate.
- b. The Institution will determine which tools should be used to conduct the survey, specifically whether US mail, telephone or both will augment an email survey, marked on page 4 of the Agreement (see Appendix A for information on number of students to be surveyed, likely response rates and costs).
- c. The Institution will indicate its wishes to have its data uploaded to CalPASS+ into the CTE Launchboard and into a password-protected on-line tool which will allow the Institution to access and drill down into its own data.
- d. The Institution will indicate its willingness to allow its data to be shared for statewide and/or regional research purposes in a manner that does not identify the Institution.
- e. The Institution will provide the SCJCD with student contact information, to the extent available to Institution, to be used by SCJCD to request their participation in an email, US mail and/or telephone survey, including:
  - full first name
  - full last name
  - address
  - city
  - state
  - ZIP
  - e-mail 1
  - e-mail 2
  - phone 1
  - phone 2
- f. If US mail surveys are selected, the Institution will provide a high resolution electronic copy of its logo to be printed onto envelopes. If the logo is not provided by January 15, 2015, envelopes will be printed with the Institution's name and address only.

#### SCJCD Responsibilities

- a. The SCJCD will provide the Institution with a list of unique student identification numbers (COMIS data element SB00) reflective of the study cohort (see Appendix B), which Institution will use to provide the contact information specified in Institution's Responsibilities, paragraph c, above.
- b. The SCJCD will contract with a mailing center and a call center to administer the US mail and telephone surveys.
- c. The SCJCD will provide the Institution with an individualized report regarding student responses.
- d. The SCJCD will provide the Institution with the data set for its students' responses.
- e. The SCJCD will provide the Institution with a summary report that analyzes aggregated data from all of the institutions participating in the survey.
- f. The SCJCD will provide CalPASS+ with survey data sets provided the Institution indicates it wishes this to happen.

#### 4. Confidentiality

To ensure confidentiality, all information identifiable to an individual student will only be used for this study and will not be associated with individual responses in reports. The statewide aggregate report will not specify individual college or district results. All information identifiable to individual students will be transferred using secure methods and will be destroyed once the reports are complete.

If the Institution agrees to allow their data set to be included in statewide and/or regionally aggregated data, for statewide and/or regional research purposes, no student or college/district identifying data will be included.

#### 5. Timeline

This study will span the 2014-2015 academic year and will conclude by September 1, 2015.

- By September 1 2014: The Institution will receive an Agreement from the SCJCD
- By October 15 2014: The Institution will submit a signed Agreement to the SCJCD
- By December 15 2014: The SCJCD will send the unique student identifiers (COMIS data element SB00) for the survey cohort.
- By January 10 2015: The Institution will provide student contact information and, if selecting US mail surveys, a high resolution electronic copy of its logo
- By end of February 2015: Survey will be administered electronically
- By middle of April 2015: Survey will be administered by US mail
- By end of May 2015: Survey will be administered via telephone
- By middle of June 2015: The SCJCD will provide an individualized report and a data set of student responses to the Institution
- By end of July 2015: The SCJCD will provide statewide summary report to all participating institutions

#### 6. Options

Does the Institution agree to allow the SCJCD to forward its survey data set to Cal-PASS+ so that limited data outcomes can be included in the CTE Launchboard, and so that the entire data set can be made available (password protected) to the Institution in a web-based tool, allowing the Institution to drill down into their own data?

Yes

No

Does the Institution agree to allow its de-identified data set to be included in statewide and/or regional research, in a manner that does not identify the Institution?

Yes

No



## 7. Fees

The cohort size for Solano Community College is estimated to be 1501-2000. In exchange for services provided under this Agreement, the Institution shall pay the SCJCD (please select the appropriate option):

- Option 1: email and US mail survey, \$4800
- Option 2: email and telephone, \$8500
- Option 3: email, US mail and telephone survey, \$13216

## 8. Payments

The SCJCD shall submit invoices to the Institution with an itemized statement that details the nature of the work performed as follows (please select the appropriate option):

Option 1:

The SCJCD will invoice the Institution for the corresponding amount:

- i. Beginning of term of Agreement—50% of total fee
- ii. May 1<sup>st</sup> 2015 —50% of total fee

Option 2:

The SCJCD will invoice the Institution the entire fee at the beginning of the term of Agreement, or by the following date (please specify: \_\_\_\_\_).

For both payment options:

- a. The Institution shall make payment within forty-five days of the date of the invoice.
- b. The SCJCD reserves the right to cease all work under this Agreement when a delinquent payment status exists. Delinquent status is defined as any account that is more than sixty days past due.
- c. For billing or payment questions, please contact Debbie Weatherly at (707)527-4505 or [dweatherly@santarosa.edu](mailto:dweatherly@santarosa.edu)

## 9. Term of This Agreement

This Agreement shall be in effect for districts in the academic year 2014-2015 and ending September 1, 2015. Any participant(s) listed as a party to this Agreement may terminate its participation by delivering written notice of its intent to terminate said participation to Doug Roberts, the SCJCD Vice President, Business Services. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

## 10. Indemnification

The Institution shall indemnify, defend and hold harmless SCJCD, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to SCJCD's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of SCJCD, its Board of Trustees, officers, agents, or employees. The Institution shall obtain SCJCD's prior approval of any settlement.

SCJCD shall indemnify, defend and hold harmless Institution, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys' fees and costs, arising out of or related to the Institution's performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of Institution, its Board of Trustees, officers, agents, or employees. SCJCD shall obtain Institution's prior approval of any settlement.

**11. Delivery of Notices**

All notices or communications permitted or required under this Agreement shall be given to the respective parties through the designated representatives set forth below:

SCJCD:

Doug Roberts

Vice President, Business Services  
Sonoma County Junior College District

Santa Rosa Campus  
1501 Mendocino Avenue  
Santa Rosa, CA 95401

707- 527-4421

[droberts@santarosa.edu](mailto:droberts@santarosa.edu)

The Institution:

Name:   Jowel C. Laguerre, Ph.D.  

Title: Superintendent/President  
Solano Community College \_\_\_\_\_

Address: 4000 Suisun Valley Road \_\_\_\_\_  
          \_\_\_\_\_ Fairfield, CA 94534 \_\_\_\_\_  
\_\_\_\_\_

Phone:   707-864-7112  \_\_\_\_\_

Email: [jowel.laguerre@solano.edu](mailto:jowel.laguerre@solano.edu)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

SCJCD

By:

Print Name: Doug Roberts

Title: Vice President, Business Services

Date:

The Institution:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Institution: \_\_\_\_\_





## APPENDIX A: SURVEY OPTIONS

### 2014/15 California Community College CTE Employment Outcomes Survey Costs

	Approx. Response Rate	Up to 250	Cohort Size (to include CTE Completers and Skills Builders (9+ CTE units) who stopped enrolling)										
			251-500	501-750	751-1000	1001-1500	1501-2000	2001-2500	2501-3000	3001-3500	3501-4000	4001 +	
E + US Mail only	10-15%	\$1,038	\$1,575	\$2,113	\$2,650	\$3,725	\$4,800	\$5,875	\$6,950	\$8,025	\$9,100	\$10,175	
E + Phone only	15-25%	\$1,500	\$2,500	\$3,500	\$4,500	\$6,500	\$8,500	\$10,500	\$12,500	\$14,500	\$16,500	\$18,500	
E + US Mail + Phone	20-35%	\$2,142	\$3,724	\$5,306	\$6,888	\$10,052	\$13,216	\$16,380	\$19,544	\$22,708	\$25,872	\$29,036	

Cost Assumptions:

\$500 per college base cost for survey administration

\$0.50 per e-mail survey

\$1.65 per US mail survey

\$3.50 per phone survey

12% overhead



## APPENDIX B: COHORT DEFINITIONS

For the 2014-15 survey, the cohort of students will include those who in the 2012-2013 academic year:

1. **Completers:** Have received a vocational/CTE award that is Chancellor's Office approved and enroll in 0-5 units each semester the next year (not enrolled or only minimally enrolled).
2. **Terminal Certificates:** Received a vocational/CTE award of at least 6 units that is not Chancellor's Office approved (such as certificates with less than 12 units) and are not enrolled the following year.
3. **Skills Builders:** Have completed 9 units that are SAM coded A-D, with at least one course SAM coded A-C (within the prior 3 years), have not received a vocational/CTE award of 6 or more units, and are not enrolled the following year.





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

**TO: Members of the Governing Board**

**SUBJECT: WORKFORCE DEVELOPMENT AND CONTINUING  
EDUCATION / CALIFORNIA CORPORATE COLLEGE  
MEMBERSHIP RENEWAL**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

This agenda item is to renew a membership fee of \$500 to Butte-Glenn Community College District's California Corporate College program (CA-CC) for FY 2014-15. CA-CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through community colleges. In FY 2013-14, our \$500 membership fee resulted in SCC receiving \$15,319 for trainings offered in Solano County (\$10,754 for Covered California Training, \$4,055 for Covered California Train-the-Trainer, and \$510 for CDCR Training).

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

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 500.00 expense  
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

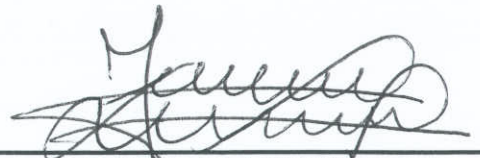
**ADDRESS**

707-864-7140

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

October 24, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

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## MEMORANDUM OF UNDERSTANDING

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### 1. PARTIES.

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program the California Corporate College ("CA CC") and Solano Community College ("MEMBER DISTRICT").

### 2. PURPOSE.

The California Community Colleges Chancellor's Office has established the California Corporate College within the System Strategic Plan as a cooperative venture of California's 112 community colleges.

The California Corporate College (CA CC) provides a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce preparation services throughout California.

### 3. RESPONSIBILITIES OF CA CC

CA CC agrees to perform the following activities and provide the following resources:

- A. Corporate Training and Services Provider: CA CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through the community colleges.
- B. Product Development: CA CC coordinates the development and licensure of training products wherein economies of scale can be realized.
- C. Statewide Marketing: CA CC will market the services of California's 112 Community Colleges to businesses, governmental agencies, associations, and organizations with employees and members at multiple California locations.
- D. Collaboration: CA CC will foster collaboration among California's 112 community colleges to enhance the California Community College System's competitiveness on statewide training and workforce preparation services projects.
- E. Quality Assurance: CA CC will ensure quality and consistency of contract service delivery on a statewide basis.
- F. No Duplication: CA CC will not duplicate or replace existing programs and services provided through the California Community Colleges.
- G. Right of First Refusal: CA CC will provide Partners the right of first refusal on any contract being delivered in their service area. In additions, CA CC will provide Non-Member Districts the right of first refusal on any contract being delivered in their service area, with the caveat that should they accept the assignment they will join the CA CC.
- H. Resource Referral: CA CC will refer colleges and initiatives to appropriate resources for technical assistance and capacity building to better enable them to respond to employer needs.
- I. Support: CA CC commits our support and agrees to work cooperatively with MEMBER DISTRICT in accordance with this MOU.

### 4. RESPONSIBILITIES OF MEMBER DISTRICT.

MEMBER DISTRICT agrees to perform the following activities and provide the following resources:

- A. To participate fully in the mission of CA CC.
- B. To communicate the structure and intent of CA CC within each community college and its district.
- C. Support the CA CC in the negotiation of contract training projects.



- D. Support the CA CC in the development of partnerships on behalf of the 112 community colleges.
- E. To adhere to the pricing structure as determined by the CA CC Operations Team.
- F. To identify trainers to be certified to deliver customized curriculum.
- G. To submit all client-required information to CA CC as requested.
- H. To support and contribute to CA CC marketing campaigns.
- I. To share effective and innovative training strategies with CA CC.
- J. To financially support CA CC through an annual assessment as determined by the CA CC Operations Team, and approved by the Economic and Workforce Development Program of the California Community Colleges System Office.
- K. To refer potential statewide contracts to CA CC.
- L. To appoint a single liaison who will adhere to all items in MOU.
- M. Commit our support and agree to work cooperatively with the CA CC Sales, Marketing and Operations Team in accordance with this MOU.
- N. Operate in the spirit of supporting and growing the CA CC business, thereby growing each college's corporate training business.

MEMBER DISTRICT Liaison Information

Name:	Thomas Watkins		
Title:	Interim Dean, Workforce Development & Continuing Education		
Email:			
Phone:	(707) 864-7140	Fax:	(707) 646-7709
		Cell:	
Mailing Address:	2002 North Village Parkway, Vacaville, CA 95688		
Signature:			Date: 10/21/14
Supervisor Signature:			Date:

- 5. PAYMENT. MEMBER DISTRICT shall pay District an assessment fee of \$500 annually. Fee will be paid July 1 of the year executed. Fee will be billed annually on each July 1 thereafter.
- 6. TERM OF MOU. This MOU will become effective on date of member district signature, and will remain in effect until terminated in accordance with this MOU.
- 7. TERMINATION. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.
- 8. FUNDS UNAVAILABLE. This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided.
- 9. INDEMNIFICATION. To the fullest extent permitted by law, District and MEMBER DISTRICT shall defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers from and against any and all liability, loss, expense, (including but not limited to attorney fees and court costs), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agent, employees or volunteers.



IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

(Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski

Title: Vice President for Administration

Date: \_\_\_\_\_

District Name: \_\_\_\_\_  
Solano Community College

By: \_\_\_\_\_

(Signature of person authorized to execute Agreement.)

Name: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.

Title: \_\_\_\_\_  
Superintendent-President

Date: \_\_\_\_\_

Recommended By: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature of person recommending this Agreement for District approval)

Name: Rhiannon Surrenda, M.A.

Title: Executive Director

Address: PO Box 2894, Santa Cruz CA 95063

Phone No.: 415-370-8562

Date \_\_\_\_\_

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

**TO: Members of the Governing Board**  
**SUBJECT: NATIONAL SCIENCE FOUNDATION GRANT**  
**REQUESTED ACTION: APPROVAL**

**SUMMARY**

The National Science Foundation has awarded a grant of \$199,960 to Solano Community College (SCC) to develop a single-use bioreactor curriculum for two-year colleges, implement it at SCC, and disseminate it across the country.

The project, entitled "Single-Use Bioreactor Systems Education and Training," is under the direction of Professor James D. DeKloe, Dr. Edward B. Re and Dr. Zhanjing (John) Yu.

*Government Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* **\$199,960**

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

Dr. Zhanjing (John) Yu, Dean  
School of Math and Science

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7120

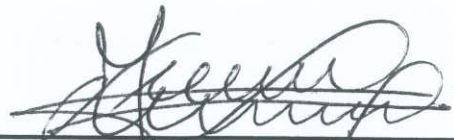
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# National Science Foundation

**4201 WILSON BOULEVARD, ARLINGTON, VIRGINIA 22230**

Award Date: July 23, 2014  
Award No. DUE-1405766  
Proposal No. DUE-1405766

Ms. Cynthia K. Garcia  
Authorized Organizational Representative Sponsored Research Office

Solano Community College  
4000 Suisun Valley road  
Fairfield, CA 94534-3197  
DUNS ID: 071680730

Dear Ms. Garcia:

The National Science Foundation hereby awards a grant of \$199,960 to Solano Community College for support of the project described in the proposal referenced above as modified by revised budget dated June 24, 2014.

This project, entitled "Single-Use Bioreactor Systems Education and Training," is under the direction of James D. DeKloe, Zhanjing Yu, Edward B. Re.

This award starts August 1, 2014 and ends July 31, 2016.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to NSF Grant General Conditions (GC-1), dated March 7, 2014, available at [http://www.nsf.gov/awards/managing/general\\_conditions.jsp](http://www.nsf.gov/awards/managing/general_conditions.jsp).

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: [FFATAREporting@nsf.gov](mailto:FFATAREporting@nsf.gov) or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 11-692, Advanced Technological Education program (ATE).

Funds provided for participant support may not be diverted by the awardee to other categories of expense without the prior written approval of the cognizant NSF Program Officer. Since participant support cost is not a normal account classification, the awardee organization must be able to separately identify participant support costs. It is highly recommended that separate accounts, sub-accounts, sub-task, or sub-ledgers be established to accumulate these costs. The awardee should have written policies and procedures to segregate participant support costs.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.).

In lieu of an indirect cost allowance at a fixed predetermined rate of 10% modified total direct cost, this grant includes a fixed dollar amount for \$10,910 of indirect costs, as specified in the approved budget.

The attached budget indicates the amounts, by categories, on which NSF has based its support.

Please view the project reporting requirements for this award at the following web address [<https://reporting.research.gov/fedAwardId/1405766>].

The cognizant NSF program official for this grant is Elizabeth Teles, (703) 292-8670

The cognizant NSF grants official contact is LeVar Rashawn Farrior, (703) 292-2187.

Sincerely,

Jason M. Madigan  
Grants and Agreements Officer

CFDA No. 47.076  
[cynthia.garcia@solano.edu](mailto:cynthia.garcia@solano.edu)

DUE-1405766

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## SUMMARY PROPOSAL BUDGET

### Award No. 1405766

Person MOS	cal	acad	sumr	Funds granted By NSF
A. (4.00) Total Senior personnel	0.00	0.00	8.00	\$69,454
B. Other Personnel				
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0
2. (0.00) Other professionals	0.00	0.00	0.00	\$0
3. (0.00) Graduate students				\$0
4. (0.00) Secretarial-clerical				\$0
5. (0.00) Undergraduate students				\$0
6. (0.00) Other				\$0
Total salaries and wages (A+B)				\$69,454
C. Fringe benefits (if charged as direct cost)				\$0
Total salaries wages and fringes (A+B+C)				\$69,454
D. Total permanent equipment				
				\$60,000
E. Travel				
1. Domestic				\$8,000
2. Foreign				\$0
F. Total participant support costs				\$20,000
G. Other direct costs				
1. Materials and supplies				\$17,596
2. Publication costs/page charges				\$0
3. Consultant services				\$10,000
4. Computer (ADPE) services				\$4,000
5. Subcontracts				\$0
6. Other				\$0
Total other direct costs				\$31,596
H. Total direct costs (A through G)				\$189,050
I. Total indirect costs				\$10,910
J. Total direct and indirect costs (H+I)				\$199,960
K. Residual funds / Small business fee				
1. Residual funds (if for further support of current projects AAG I.D.2 and I.D.3)				\$0
2. Small business fee				\$0
L. Amount of this request (J) or (J-K1+K2)				\$199,960
M. Cost sharing				\$0

**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>
Robin Arie-Donch	Full-time Counselor/Articulation Officer 27 years of service at SCC	05/19/2015
Keith Brown	Network Engineer 22 years and 10 months of service at SCC	12/30/2014
Erma Moreno	Professor/Counselor 18 years and 4 months of service at SCC	07/01/2015
Marty Kulmus	Technology Specialist 16 years and 6 months of service at SCC	11/18/2014

*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**

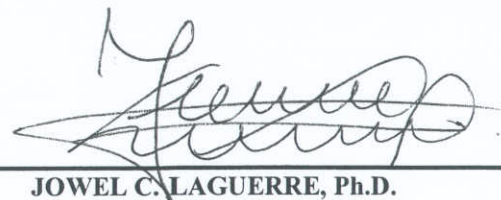
707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** RESOLUTION HONORING THE RETIREMENT OF  
MARTY KULMUS  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Marty Kulmus has served the Solano Community College District with distinction since May 11, 1998, when he began working as a Computer Network I Technician in the Information Technology Department. Marty has served in various capacities during his career including Lab Aide (Tutor), Computer Network I and finally as Technology Specialist. He is retiring after 16 and one-half years on November 17, 2014.

Best wishes are extended to Marty for a well-deserved retirement, with sincere thanks for his 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

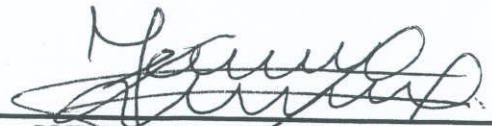
707 864-7112

TELEPHONE NUMBER

Administration  
ORGANIZATION

October 24, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

October 24, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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

***Marty Kulmus***

*Whereas*, Marty Kulmus has served the Solano Community College District with distinction for 16 and one-half years since May 11, 1998, when he began working as a Computer Network 1 Technician;

*Whereas*, Marty Kulmus has served in various capacities during his career, including Lab Aide (Tutor), Computer Network 1, and finally assumed the responsibility of Technology Specialist, effective July 30, 2001;

*Whereas*, Marty Kulmus is both an expert computer desktop technician and a very innovative and creative electronics technician;

*Whereas*, Marty Kulmus has always exhibited a sense of pride and professionalism in his work ethic; always providing excellent results;

*Whereas*, Marty Kulmus is one of the most recognizable faces of the desktop technician department. His dedication to providing the best customer service, no matter what the task, has ensured that job functions can continue in a timely manner;

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

*Whereas*, Marty Kulmus is a devoted husband, and a very loyal and trusted friend to many people, both nationally and internationally through his extensive travels; and

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

*Resolved*, That Marty Kulmus will be sorely missed, and the Governing Board expresses its sincere appreciation for his considerable contribution to the College and wishes him the best in his well-deserved retirement and future endeavors, effective November 17, 2014.

*Passed and Adopted*, This 5th day of November 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





1 SOLANO COMMUNITY COLLEGE DISTRICT  
2 GOVERNING BOARD

3 RESOLUTION PROCLAIMING  
4 NOVEMBER 2014 AS PURPLE HEART MONTH  
5 AT SOLANO COMMUNITY COLLEGE  
6 RESOLUTION 14/15-11

7 WHEREAS, Solano Community College have the greatest admiration and the utmost  
8 gratitude for ALL the brave men and women who have served or are serving our Armed Forces,  
9 and especially for those who have died or are suffering from combat-related injuries;

10 WHEREAS, The Purple Heart Medal as a military decoration traces its origins to General  
11 George Washington's General Orders to the Continental Army on August 7, 1782 which  
12 established the Badge of Military Merit directing that "whenever any singularly meritorious  
13 action is performed, the author of it shall be permitted to wear ... over the left breast, the figure  
14 of a heart in purple cloth;"

15 WHEREAS, In the spirit of our American Revolution, the Badge of Military Merit could  
16 be awarded to "common" soldiers of any rank, breaching from the European tradition of such  
17 awards being reserved for "lords" or high-ranking officers, and in Washington's own words, "The  
18 road to glory in a patriot army and a free country is thus open to all;"

19 WHEREAS, The Badge of Military Merit was revived in 1932, on the 200th anniversary  
20 of George Washington's birth, when the US War Department authorized a new Purple Heart  
21 Medal to be awarded to any Service member who has been wounded in action or killed in action,  
22 and the first awardees received it retroactively for their World War I service, and in 2011, the  
23 Department of Defense clarified the criteria for the Purple Heart Medal to include Service  
24 members who sustain a traumatic brain injury (TBI) resulting from enemy generated explosions;

25 WHEREAS, On August 3, 2011, Governor Edmund G. Brown, Jr., issued a proclamation  
26 declaring August 2011 as "Purple Heart Veterans' Month," and on April 12, 2012, California



1 SOLANO COMMUNITY COLLEGE DISTRICT  
2 GOVERNING BOARD

3 RESOLUTION PROCLAIMING  
4 NOVEMBER 2014 AS PURPLE HEART MONTH  
5 AT SOLANO COMMUNITY COLLEGE

6 RESOLUTION 14/15-11

7 (Continuing –Page 2)

8 became the first state to designate itself a “Purple Heart State,” and on April 22, 2014, the County  
9 of Solano designated itself as a "Purple Heart County,"

10 WHEREAS, Nearly two million Purple Heart Medals have been awarded to our combat  
11 veterans, including over 42,000 since the Vietnam War, and these figures represent the staggering  
12 amount of human suffering and unparalleled selfless sacrifices that our Veterans and our Service  
13 members have endured; and

14 WHEREAS, Solano Community College celebrates its rich military history and Solano  
15 County is home to more than 40,000 Veterans and over 300 living recipients of the Purple Heart  
16 Medal; and Solano Community College wish to honor and thank each of them for their dedication  
17 to duty, selfless sacrifice, and personal courage for our beloved America, now therefore be it

18 RESOLVED, That the Solano Community College District Governing Board proclaims  
19 November as “Purple Heart Month,” and we urge everyone to salute our Purple Heart Medal  
20 recipients for their service, valor, and sacrifice; and we call upon all governing bodies, businesses,  
21 schools, and organizations to honor ALL our Service members and Veterans, our fallen, our  
22 wounded, those unaccounted for, our former prisoners of war, their families, and all who served  
23 with appropriate programs, ceremonies, and activities.

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION PROCLAIMING  
NOVEMBER 2014 AS PURPLE HEART MONTH  
AT SOLANO COMMUNITY COLLEGE  
RESOLUTION 14/15-11  
(Continuing –Page 3)**

**PASSED AND ADOPTED**, This 5<sup>th</sup> day of November 2014, by the Governing Board of  
Solano Community College District.

\_\_\_\_\_  
PAM KEITH, BOARD PRESIDENT

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D., SECRETARY

**AYES:**

**NOES:**

**ABSTAIN:**

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

**TO:** Members of the Governing Board

**SUBJECT:** RESOLUTION HONORING VETERANS DAY,  
NOVEMBER 11, 2014, RESOLUTION NO. 14/15-12

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for Resolution No. 14/15-12 honoring Veterans Day, November 11, 2014 at Solano Community College.

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

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

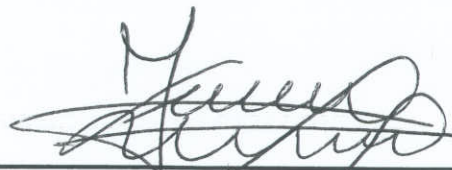
707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



1 SOLANO COMMUNITY COLLEGE DISTRICT  
2 GOVERNING BOARD

3 RESOLUTION HONORING VETERAN'S DAY

4 NOVEMBER 11, 2014

5 AT SOLANO COMMUNITY COLLEGE

6 RESOLUTION 14/15-12

7 **WHEREAS**, Since our great Nation's birth, our beloved America has been blessed with  
8 an infinite chain of patriotic heroes who have served or are serving our Armed Forces with honor  
9 and distinction; and from the forests of New England, to the halls of Montezuma, seas of the  
10 Philippines, skies of Europe, jungles of Vietnam, and deserts and mountains of Iraq and  
11 Afghanistan, numerous generations of brave warriors have valiantly fought over air, sea, and land  
12 in some of the most horrific conditions in history;

13 **WHEREAS**, On Veteran's Day, our beautiful and historic County of Solano pauses to  
14 honor and pay tribute to ALL who have served or are serving in our military because each time  
15 our values have come under assault, they have responded with resolve, and their service, valor,  
16 and sacrifice have allowed our Republic to flourish, and our great Nation acknowledges our  
17 profound debt of gratitude to the patriots who have kept our Union whole;

18 **WHEREAS**, Veteran's Day originated as "Armistice Day" on November 11, 1919, on  
19 the first anniversary of the end of World War I on the 11th hour of the 11th day of the 11th month;  
20 then it became an annual observance in 1926, then a national holiday in 1938, then it officially  
21 became "Veteran's Day" in 1954 – an inclusive day for our grateful Nation to pay appropriate  
22 homage to all Veterans and Service members;

23 **WHEREAS**, We keep in mind the immeasurable cost of fighting for the American way  
24 of life by honoring the 1.3 million Americans who lost their lives since our great Nation's birth,  
25 as well as the 19.6 million living Veterans (2013), including 1.6 million women, 9.3 million who  
26 are 65 years and older, and 1.6 million who are younger than 35; and since the

1 SOLANO COMMUNITY COLLEGE DISTRICT  
2 GOVERNING BOARD

3 RESOLUTION HONORING VETERAN'S DAY

4 NOVEMBER 11, 2014

5 AT SOLANO COMMUNITY COLLEGE

6 RESOLUTION 14/15-12

7 County of Solano is home to approximately 40,000 veterans, we honor and recognize their  
8 service, valor, sacrifice, and contributions; and

9 WHEREAS, We are mindful that no ceremony can fully repay our debt of gratitude to  
10 our service members and Veterans, and we remember that our obligations endure long after the  
11 battle ends, and we must make it our mission to give them the respect and care they have earned  
12 so when they return home, they can continue to serve our country in new ways, bringing their  
13 tremendous skills to our communities and to the workforce; and

14 WHEREAS, These honorable men and women should have the chance to contribute  
15 because their talents demand it and because no one who fights for our great Nation should have  
16 to fight again for dignity, health and social services, and for educational, housing, and  
17 employment opportunities; now therefore be it

18 RESOLVED, That the Solano Community College Governing Board does hereby salute  
19 on Veteran's Day those who have served or are serving our Armed Forces, and we encourage  
20 everyone to recognize their service, valor, and sacrifice, and we call upon everyone to display the  
21 flag of the United States of America, to participate in patriotic activities in our communities,  
22 including civic and fraternal organizations, places of worship, schools, and communities to  
23 support this significant day with commemorative expressions and programs.





SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** STUART FOUNDATION GRANT AGREEMENT  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This grant from the Stuart Foundation is for the College Pathways North Bay Network benefitting foster youth enrolled in campus support programs.

The term of this grant shall be from November 1, 2014 through October 31, 2015. Total amount of grant funds requested is \$75,000. This agreement will take effect when signed by the Grantee's authorized representative and a signed original is received by the Foundation. Approval is requested at this time.

A copy of the Agreement is available for review in the Office of the Superintendent-President.

Government Code: **Board Goals 2.1 Board Policy: 5360** Estimated Fiscal Impact: \$ 75,000

**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

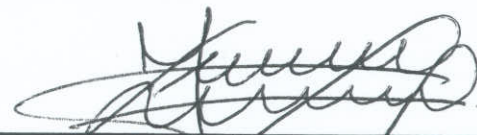
**ADDRESS**

707 864-7112

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

October 24, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Solano Community College Education Foundation (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed original is received by the Foundation.

---

### I. GRANTEE IDENTIFICATION

**Grantee:** Solano Community College Education Foundation  
**Grant Number:** 2014-1096.1

### II. GRANT TERMS

**Total Grant Amount:** \$75,000  
**Grant Period:** 11/1/2014 - 10/31/2015  
**Grant Purpose:** For College Pathways North Bay Network

*The Board may approve additional funding for this project after its review of progress made toward the objectives of this grant.*

### III. GRANTEE REPORTING REQUIREMENTS

#### Schedule of Reporting Requirements:

Due Date	Report Type
July 1, 2015	Grant Renewal Package
January 1, 2016	Final Narrative & Financial Report

All forms and instructions can be downloaded at [www.stuartfoundation.org](http://www.stuartfoundation.org) from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. *The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.*

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.



#### IV. GOALS AND OBJECTIVES

##### Annual Goals:

1. Of the two-hundred and six (206) foster youth enrolled in a campus support program:
  - a. Eight-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 and 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 (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) GPA in all attempted courses.
3. Of the thirty-one (31) foster youth enrolled in a 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 of foster youth for the purposes 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%), (37) foster youth, will enroll in college.
    - ii. Sixty percent (60%), forty-four 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 and seventy-five (175) foster youth, will have a relevant education 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 events, and other support services provided through the campus support program.
  - d. All three (3) campuses will establish Memorandums of Understanding 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 a 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 a 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 activities provided by the College Pathways technical assistance provider.

## **V. IRS DETERMINATION**

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

## **VI. GRANTEE'S FINANCIAL RESPONSIBILITIES**

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

## **VII. EXPENDITURE OF GRANT FUNDS**

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee's proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee's discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

## **VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES**

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

Subject to any rights of the Grantor under this Agreement, the Grantee will manage any patentable inventions or discoveries that are conceived and reduced to practice, in whole or in part, in the performance of this Grant, or any copyrightable works first created in the direct performance of this Grant, in accordance with the Grantee's policy on patents.



## **IX. CHANGES IN GRANTEE OPERATIONS**

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

## **X. USE OF SUBGRANTEES**

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

## **XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA**

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

## **XII. INTELLECTUAL PROPERTY**

All right, title and interest in and to any materials, inventions or works and any patents, trademarks, copyrights or other intellectual property rights associated therewith created by the Grantee pursuant to this grant shall be owned by the Grantee. The Grantee, however, shall grant to the Foundation an irrevocable, nonexclusive, royalty free, worldwide license to copy, publish, reproduce, modify, publicly perform, display, distribute directly or indirectly, or otherwise practice such inventions, works or materials pursuant to the Grantee's intellectual property rights for the Foundation's charitable, non-commercial purposes. The Grantee further shall grant to the Foundation the right to grant sublicenses under such intellectual property rights in furtherance of the Foundation's charitable, non-commercial purposes.

## **XIII. INDEMNIFICATION**

The Grantee shall defend, indemnify and hold the Foundation, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of Grantee's negligence or that of its agents,



Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the Foundation's negligence or that of its agents, Foundation's breach of duties under the Grant Agreement, or Foundation's performance under this Grant Agreement.

#### **XIV. REMEDIES**

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

#### **XV. LIMITATION**

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

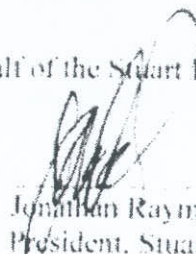
#### **XVI. REPRESENTATIONS**

The Grantee to the best of its knowledge represents that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further represents that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

**XVII. ACCEPTANCE OF TERMS AND CONDITIONS**

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By

  
Jonathan Raymond  
President, Stuart Foundation

October 10, 2014

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of Solano Community College Education Foundation

By

\_\_\_\_\_  
*Signature of Authorized Officer, Director or Trustee*

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_



# PROPOSAL BUDGET

**Note: Please review Budget Guide prior to completing**

Organization Name	Solano Community College Foundation	
Request # (as assigned)	2014-1096.1	
Request Grant Period: mm/dd/yy -- mm/dd/yy	11/1/14-10/31/15	
Total Organization Budget	\$	-
Total Project Budget	\$	150,000
Stuart Foundation Grant Request	\$	75,000
Stuart Grant as % of Total Project Budget		<b>50%</b>

EXPENSES	Total Project Budget	Stuart Foundation Request
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**PERSONNEL:** You may identify key staff positions or groupings of key staff to achieve project objectives. For example:

- Executive Director/Program Director: Project Management
- Research Analysts/IT Coordinator: Data/Indicators Project Coordination)

PERSONNEL	Total Project Budget	Stuart Foundation Request
SCC Program Manager	\$31,500	\$15,750
SCC Peer Mentors X 2	\$11,000	\$5,500
SRJC Program Director	\$15,000	\$7,500
SRJC Peer Mentor	\$6,000	\$3,000
SRJC Academic Counselor	\$15,000	\$7,500
SRJC Administrative Assistant	\$2,000	\$1,000
SSU Foster Youth Coordinator	\$49,000	\$24,500
<b>Total Personnel Expenses</b>	<b>\$ 129,500</b>	<b>\$64,750</b>

**PROGRAM/ORGANIZATIONAL EXPENSES:** Please list line items for key categories in support of project goals and objectives. This could include but is not limited to Communications, Program/Research Consultants, Information Technology, Travel, Meeting and Convenings, Student/Teacher Stipends, Program Expenses, Operational Support Expenses

PROGRAM/ORGANIZATIONAL EXPENSES	Total Project Budget	Stuart Foundation Request
Office Supplies	\$3,200	\$1,600
Research	\$5,000	\$2,500
Multi-Campus Activities with Youth	\$3,000	\$1,500
Network and community meetings	\$3,000	\$1,500
Travel	\$3,300	\$1,650
Program Expenses	\$3,000	\$1,500
<b>Total Program/Organizational Expenses</b>	<b>\$20,500</b>	<b>\$10,250</b>
<b>GRAND TOTAL EXPENSES</b>	<b>\$150,000</b>	<b>\$75,000</b>

## INCOME SOURCES

## INCOME

**SECURED INCOME:** List all committed funding resources; specify philanthropic funder.

	\$ -
	\$ -
	\$ -
	\$ -
<b>Total Secured Income</b>	<b>\$ -</b>

**PENDING INCOME:** List sources that have already been requested but not awarded, as well as planned fundraising efforts. For unidentified sources, include a line item for funds "To be raised."

	\$ -
	\$ -
	\$ -
Pottruck Foundation	\$ 75,000
TO BE RAISED (if applicable)	\$ -
<b>Total Pending Income</b>	<b>\$ 75,000</b>
<b>Stuart Foundation Request</b>	<b>\$ 75,000</b>
<b>TOTAL INCOME</b>	<b>\$ 150,000</b>



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

**TO: Members of the Governing Board**

**SUBJECT: COLLABORATION AGREEMENT BETWEEN CELLO  
INTERNATIONAL TENNIS ACADEMY (CITA), SOLANO  
COMMUNITY COLLEGE (SCC) AND SOLANO  
COMMUNITY COLLEGE EDUCATIONAL FOUNDATION  
(SCCEF)**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

On December 19, 2013, the Board approved a Memorandum of Understanding Between Cello International Tennis Academy (CITA), Solano Community College (SCC) and Solano Community College Educational Foundation (SCCEF) for the purpose of creating the Solano Tennis & Education Foundation ("STEF"). STEF will operate on the SCC campus with the purpose of providing programs and facilities to further the academic and athletic opportunities for SCC students, along with young athletes from Solano County, by providing low or no cost tennis training and education development services.

This agreement has been vetted through legal counsel.

Approval is requested at this time.

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

**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

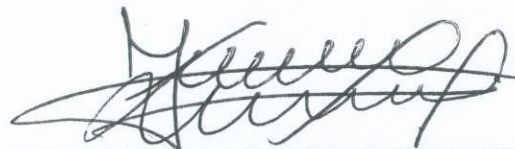
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Collaboration Agreement Between  
Cello International Tennis Academy,  
The Solano Community College District, and  
The Solano Community College Education Foundation.**

This Agreement is entered into between Phil Cello DBA Cello International Tennis Academy (hereinafter known as CITA), located at **1007 Via Palo Linde, Fairfield, CA 94534**, the **Solano Community College District** (hereinafter known as “SCC”), located at **4000 Suisun Valley Road, Fairfield, California 94534-4017**, and the **Solano Community College Education Foundation** (hereinafter known as “SCCEF”), located at **4000 Suisun Valley Road, Fairfield, California 94534-4017**.

**Section 1 – Definitions.** For the purposes of this Collaboration Agreement (“Agreement”), the following definitions shall apply:

- a. “Collaboration Agreement” and “Agreement” means the legally enforceable contract entered into by the Parties.
- b. “CITA” means Phil Cello DBA Cello International Tennis Academy.
- c. “SCC” means Solano Community College District, its Board of Trustees, and its management.
- d. “SCCEF” means Solano Community College Education Foundation.
- e. “SCC Campus” means the Solano Community College Campus grounds located on Suisun Valley Road in Solano County, California.
- f. “CCTET” means the Chris Camissa Tennis Education Foundation.
- g. “Parties to the Agreement” and “Parties” means the entities identified under Section 2 of this Agreement.



- 1 h. "Tennis Facilities" means all tennis courts, court surfaces inside the fences surrounding  
2 the tennis courts, court lines, nets, net posts, court fences, ball walls, court lighting, court  
3 gates, restroom facilities located near the northeast corner of the courts, and any and all  
4 other items normally recognized and considered to be tennis facilities located on the  
5 campus of the Solano Community College on Suisun Valley Road.
- 6 i. "Tournament Facilities" means all Tennis Facilities.
- 7 j. "Regular CITA Training Sessions" means CITA training sessions from September  
8 through May of each year on Monday through Friday beginning at 3:00 p.m. and ending  
9 at 7:30 p.m., and on Saturday beginning at 8:00 a.m. and ending at 1:00 p.m.
- 10 k. "Summer CITA Training Sessions" means CITA training sessions from June through  
11 August of each year on Monday through Friday beginning at 8 a.m. and ending at 4 p.m.,  
12 and on Saturday beginning at 8 a.m. and ending at 1 p.m.
- 13 l. "CITA Lesson Programs" means individual and or group lessons taught by CITA staff,  
14 Monday through Sunday, year round beginning at 7 a.m. and ending at 9 p.m.
- 15 m. "CITA Tournaments" means any and all junior and adult tennis competitions, regardless  
16 of the title of said competition, which are produced, coordinated, and/or directed by  
17 CITA, including those sanctioned by the United States Tennis Association or other  
18 generally recognized tennis competition sanctioning bodies.
- 19 n. "CITA Activities" means Regular CITA Training Sessions, Summer CITA Training  
20 Sessions, CITA Lesson Programs, CITA Tournaments, and CITA and CCTET  
21 fundraising activities and events.
- 22 o. "General Court Maintenance" means ordinary care and attention before, during, and after  
23 CITA Activities, for court surfaces, nets, and net posts, including air blowing detritus off



1 court surfaces, court washing as needed, but does not mean repairing cracks or other  
2 significant deterioration of court surfaces, net posts, or repairing or replacing fences,  
3 gates, lighting equipment, light bulbs, appurtenant sidewalks, grass areas, or providing  
4 janitorial services for restroom facilities.

5 p. "Other Existing Or Later Built Tennis Facilities" means facilities that are the same or  
6 similar to the facilities identified as "Tennis Facilities" in this section but are located at  
7 SCC locations other than at the SCC Campus.

8 q. "Actual Written Notice" means a letter with date of writing indicated which is sent by  
9 means requiring written acknowledgment of receipt.

10 r. "Person" means any natural person and any other entity recognized as a "person" under  
11 applicable law.

12 **Section 2 – Parties to the Agreement.** The Parties to the Agreement are the following entities:

13 a. Phil Cello DBA Cello International Tennis Academy ("CITA");

14 b. Solano Community College District, its Board of Trustees, and its management ("SCC");  
15 and

16 c. Solano Community College Education Foundation ("SCCEF").

17 **Section 3 – Date of Execution.** This Agreement shall be fully executed and enforceable on and  
18 after November 20, 2014.

19 **Section 4 – Term of the Agreement.** This Agreement shall commence on November 20, 2014,  
20 and to be concluded and no longer enforceable on and after November 20, 2014.

21 **Section 5 – Agreement Renewal or Extension.** This Agreement may be renewed or extended  
22 by written agreement between all Parties.

1 **Section 6 – Intent of the Parties to enter into legally binding contract.** It is the explicit and  
2 stated intention of all Parties to this Agreement, by way of offer, acceptance, and exchange of  
3 valuable consideration, to enter into a legally binding and fully enforceable contract as provided  
4 in this Agreement.

5 **Section 7 – Purpose of the Agreement.** The Parties enter into this Agreement to clearly  
6 identify the rights and responsibilities of each Party.

7 **Section 8 – Rights and Responsibilities of CITA.** CITA shall enjoy the following rights under  
8 this Agreement:

- 9 a. Access to an adequate and reasonable number of tennis courts for use during the Regular  
10 CITA Training Sessions, Summer CITA Training Sessions and CITA Lesson Programs.  
11 This number may vary based on scheduled court availability but will not be less than four  
12 (4) courts with the exception of future scheduled SCC Men’s and Women’s Tennis Team  
13 matches. If both teams are scheduled to play at home on the same day and time, it is  
14 understood and agreed to that this situation may require the use of all courts by the SCC  
15 Tennis Teams.
- 16 b. Use of all Tennis Facilities during CITA Tournaments. Since CITA/ CCTET  
17 tournaments are fund raisers for this collaboration, any scheduled CITA/STEF  
18 tournament will have priority over any non SCC scheduled activity or event.
- 19 c. Retain ownership of all materials purchased or otherwise provided by CITA for CITA  
20 activities, including, tennis balls, training equipment, storage lockers, and storage sheds;
- 21 d. Use of the name of Solano Community College, Solano Community College Education  
22 Foundation, and Chris Camissa Tennis Education Foundation, verbally and in writing,  
23 for the purposes of identifying the location and the promotion of CITA activities at the

1 Tennis Facilities, including Regular CITA Training Sessions, Summer CITA Training  
2 Sessions, and CITA Tournaments.

3 **CITA shall undertake the following responsibilities under this Agreement:**

- 4 a. Submit weekly CITA court use schedule to SCC Facilities Department;
- 5 b. Coordinate and manage court use with SCC Athletic Department and SCC Facilities  
6 Department;
- 7 c. Form and manage CCTET, once approved by SCC, organized under the appropriate non-  
8 profit status and utilizing SCCEF as its fiscal agent;
- 9 d. Operate the programs provided for this agreement until the formation of CCTET;
- 10 e. Carry out the formation of CCTET by or any time before November 20, 2014, including  
11 the formation of the Board of Directors and State and Federal filings required to establish  
12 a non-profit corporation;
- 13 f. To cover financial losses resulting from any and all activities of CITA or CCTET;
- 14 g. Seek operational funding through traditional fundraising methods, and by organizing  
15 CITA Tournaments;
- 16 h. Provide tennis equipment for CITA Activities;
- 17 i. Provide General Court Maintenance; including court blowing, court washing, and net  
18 maintenance; provide Court Supervision: Whenever at the courts CITA Staff will  
19 supervise all courts to ensure that SCC court rules are followed.
- 20 j. Provide adequate storage facilities for CITA equipment;
- 21 k. Acquire USTA sanctions to allow for CCTET tournament implementation;



- 1        l. Recruit players for the SCC Men's and Women's tennis teams as permitted by local and
- 2            state regulations, including but not limited to California Community College Athletic
- 3            Association Bylaw 2;
- 4        m. Raise funds for the SCC Men's and Women's tennis teams;
- 5        n. Identify and place appropriate CCTET staff, as funding allows;
- 6        o. Initiate development of on-going CCTET programs.

7        **Section 9 – Rights and Responsibilities of SCC.** SCC shall enjoy the following rights and shall

8        undertake the following responsibilities under this Agreement:

- 9            a. Provide access to and use of Tennis Facilities during CITA Activities;
- 10          b. Provide access to and use of Tournament Facilities during CITA Tournaments;
- 11          c. Provide access to and use of Other Existing Or Later Built Tennis Facilities;
- 12          d. Provide oversight in the development of curriculum and other requirements necessary to
- 13            establish a Men's and Women's Tennis Team at SCC;
- 14          e. Nominate a member of the CCTET governing board;
- 15          f. Provide development help and academic resources to implement CCTET educational
- 16            programs;
- 17          g. Provide "learning/study center" space for CCTET program participants.

18        **Section 10 – Rights and Responsibilities of SCCEF.** SCCEF shall enjoy the following rights

19        and shall undertake the following responsibilities under this Agreement:

- 20          a. Assist with filings, applications, reporting requirements, and other activities undertaken by
- 21            CCTET to be granted non-profit corporation status;
- 22          b. Establish a restricted use account through which all CCTET funds will pass upon execution
- 23            of this Agreement;

- 1 c. Agree to act as a CCTET fiscal agent at no charge until July 1, 2016;
- 2 d. After July 1, 2016, SCCEF may charge CCTET an administrative fee for services rendered
- 3 under this section;
- 4 e. Provide monthly financial statements to CCTET with respect to the CCTET restricted use
- 5 account.
- 6 f. At no time will SCCEF be responsible to forward any funds or be responsible for any
- 7 operation losses by CITA or CCTET.

8 **Section 11 – Rights and Responsibilities of CCTET.** CCTET shall assist all other Parties to  
9 develop programs and activities including but not limited to:

- 10 a. SCC Men’s and Women’s Tennis Teams (Fall 2015);
- 11 b. CCTET Junior Development Programs (Spring 2015);
- 12 c. CCTET Academic Mentoring Program, staffed by SCC interns and community
- 13 volunteers;
- 14 d. SCC Club Tennis;
- 15 e. Provide funding for SCC Tennis Class instructors (Spring 2015)
- 16 f. USTA sanctioned tennis tournaments;
- 17 g. General Court Maintenance in coordination with CITA;
- 18 h. Develop additional programs and activities over time.

19 **Section 12 – Termination of this Agreement.** Any Party may terminate or cancel this  
20 Agreement at any time upon ninety (90) days prior written notice to the other Parties. Any Party  
21 may also terminate this Agreement for cause, including, but not limited to, another Party’s  
22 material breach of any of the terms of this Agreement.

1 **Section 13 – Confidentiality.** All Parties shall assume the confidentiality of all discussions,  
2 actions, writings, and other communications related to this Agreement unless disclosure is  
3 required under rules governing the operations of any Party or by state or federal law or  
4 regulation.

5 **Section 14 – Publicity and Communications.** Parties agree CITA retains all rights related to  
6 publicity and communications related to CITA Activities.

7 **Section 15 – Indemnification.** CITA shall indemnify and hold SCC and SCCEF and their  
8 respective directors, officers, employees, agents, and volunteers harmless against any liability  
9 whatsoever arising from any act or acts of CITA, its directors, officers, employees, agents,  
10 and/or volunteers participating or functioning in the program and activities herein provided, to  
11 the extent provided by law. The SCC and SCCEF shall indemnify and hold CITA and its  
12 directors, officers, employees, agents, and volunteers harmless against and liability whatsoever  
13 arising from any act or acts of SCC and SCCEF, their respective directors, officers, employees,  
14 agents, and/or volunteers participating or functioning in the program and activities herein  
15 provided to the extent provided by law.

16 **Section 16 – Insurance.** CITA agrees to keep in force, during the period this Agreement is in  
17 effect, a policy of general liability insurance to protect against the risk of injury, death, and  
18 damage to persons or property as a result of the acts and/or omissions of CITA. The minimum  
19 limits of said general liability insurance policies or coverage shall be for no less than one million  
20 dollars (\$1,000,000.00) single limit. The insurance policy shall name SCC and SCCEF as  
21 additional insured. CITA shall provide SCC and SCCEF with written proof of coverage upon  
22 request. CITA shall provide SCC and SCCEF provide at least twenty-five (25) days prior written  
23 notice of any substantial change to or cancellation of said coverage.



1 **Section 17 – Choice of Law and Alternative Dispute Resolution.** The laws of the State of  
2 California shall apply to any and all disputes arising under this Agreement. All parties agree to  
3 endeavor to resolve any and all disputes initially by way of reasonably available alternative  
4 dispute resolution methods, including mediation, arbitration, and other means. This Section does  
5 not preclude any Party from seeking judicial or administrative resolution provided the Party first  
6 endeavors to seek alternative dispute resolution.

7 **Section 18 – Severability.** The provisions of this Agreement are severable and if any provision  
8 of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegal, invalid,  
9 or unenforceable provision will not affect any other provision hereof, and the remainder of this  
10 Agreement, disregarding such invalid portion, will continue in full force and effect as though  
11 such void provision had not been contained therein.

12 **Section 19 – Amendments.** This Agreement may be amended at any time by written agreement  
13 of all Parties.

14 **Section 20 – Independent Contractors.** This Agreement is by and between Independent  
15 Contractors and is not intended to and shall not be construed to create the relationship of agent,  
16 servant, employee, partnership, joint venture, or association. As an Independent Contractor,  
17 CITA will be solely responsible for determining the means and methods for performing the  
18 services described herein. All of CITA's activities will be at its own risk and CITA is hereby  
19 given notice of its responsibilities for arrangements to guard against physical, financial, and  
20 other risks as appropriate. Neither CITA nor any of its employees, agents, or contractors shall be  
21 included in the classified or faculty service of SCC, have any property rights to any position at  
22 SCC, or any other rights an employee, agent, or contractor of CITA may otherwise have in the  
23 event of termination of this Agreement.

1 **Section 21 – Headings.** The headings are inserted into this Agreement for reference and  
2 convenience only, and will not affect the meaning or interpretation of any provision hereof.

3 **Section 22 – Third Parties.** Nothing contained in this Agreement is intended nor shall it be  
4 construed to create rights running to the benefit of third parties, unless otherwise expressly  
5 provided in this Agreement.

6 **Section 23 – Non-Assignability.** This Agreement is not assignable by the parties hereto without  
7 the express advance written consent of the other party.

8 **Section 24 – Complete Agreement.** This Agreement and any accompanying documents  
9 attached hereto represent the parties’ complete understanding with regard to the subject matter of  
10 this Agreement, and shall supersede all prior written or oral agreements or understandings with  
11 respect thereto. No delay or failure to require performance of any provision of this Agreement  
12 shall constitute a waiver of that provision as to that or any other instance. A waiver of any of the  
13 provisions of this Agreement shall not constitute a waiver of any other provision nor shall it  
14 constitute a continuing waiver, unless said waiver is in writing and signed by the party granting  
15 the waiver.

16 **Section 25 – Authority.** Each of the signatories to this Agreement represent that they have the  
17 authority to execute this Agreement and to bind the party on whose behalf their execution is  
18 made.

19 IN WITNESS THEREOF, the parties have duly approved this Agreement on this \_\_\_\_ day of  
20 \_\_\_\_\_, 2014.

22 SOLANO COMMUNITY COLLEGE  
23 DISTRICT (SCC)

25 By: \_\_\_\_\_  
26 JOWEL C. LAGUERRE, Ph.D.  
27 Its Superintendent-President  
28

SOLANO COMMUNITY COLLEGE  
EDUCATION FOUNDATION (SCCEF)

By: \_\_\_\_\_  
CURT JOHNSTON  
Its Executive Director

1 PHIL CELLO DBA CELLO INTERNATIONAL TENNIS ACADEMY (CITA  
2  
3 By: \_\_\_\_\_  
4 PHIL CELLO



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** CONTRACT AWARD TO KITCHELL CEM FOR  
MEASURE Q PROGRAM AND DESIGN MANAGEMENT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

On August 21, 2013, the Governing Board approved item 13 (d), the "Measure Q Recommended [Operating] Structure." The structure included an in-house team hired to manage the bond, as well as invoicing and purchasing. The structure also envisioned a consulting program manager hired to manage specific projects.

A request for qualification and proposal (RFQ/P) was issued, and a subsequent interview was conducted of the five most qualified teams. The panel recommended three teams for a second interview and Kitchell CEM was selected to become the Measure Q Program and Design Manager. The two other finalists were selected to become Construction Managers.

On May 7, 2014, the Governing Board approved item 9.(c), "Program Management Selection" which included a short form "start-up" contract for \$360,000 to allow Kitchell CEM to begin work while negotiation of a long form contract was ongoing.

**CONTINUED ON NEXT PAGE**

*Government Code: Board Policy: Fiscal Impact: \$ 6,376,735.00 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**

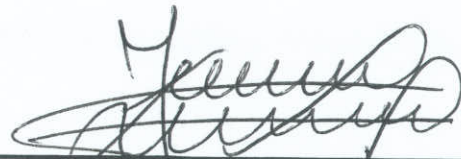
707 864-7176

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: KITCHELL**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

Contract negotiations are complete and the Governing Board is asked to approve the Measure Q Program and Design Management contract for Kitchell CEM. The contract duration is four (4) years and has the following features:

1. **Program Start Up** – this phase includes the creation and implementation of a program procedures manual, appropriate financial control and approval mechanisms, a bond spending plan and overall program schedule, and other activities as appropriate.
2. **Program and Design Management Services** – this phase includes ongoing program and design management services for the duration of the first set of projects as set forth in the Board approved facilities master plan. Specific activities include design management of architects and engineers, the creation of professional service vendor “pools,” multiple RFQ and RFP solicitations from the professional service community, overall coordination of the program and the various consultants, contract negotiation, FFE and move management oversight, and other activities as appropriate.
3. **EADoc Document Control System** – the contract includes the cost of EADoc, a construction management system that enables all members of the team to communicate effectively with each other and provide document control, tracking and management for the District. The system will provide standard report that will be customized for the District’s various constituents. The system is provided to the District without mark up by Kitchell and the content within the system remains the property of the District.
4. **Pre-Planning Phase** – the contract includes a stipulated sum for services that supported the District’s early projects, including management of the District Energy Infrastructure Project (Solar Photovoltaics and ESCO program), the Autotechnology Building Swing Space project, Small projects at B-100, 200 and 400, and small infrastructure projects at the two Centers. In all cases, the District received value for the work performed and could not have managed the work without Kitchell’s support.

At this time, the Governing Board is asked to approve the contract for Kitchell CEM for program and design management services in the amount of \$ **6,376,735.00**. The contract subsumes the previously approved short form contract and includes a credit to the District.

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



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

**TO: Members of the Governing Board**  
**SUBJECT: SITE FOR SCOE BUILDING**  
**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

On November 6, 2013 the Board was presented with information item 7.(c), summarizing a proposed Memorandum of Understanding (MOU) between the District and the Solano County Office of Education (SCOE). The MOU allowed SCOE to build a three-classroom building at the Vacaville Center which had benefits for both institutions. On November 20, 2013, the Board approved item 10.(g), the Memorandum of Understanding. The MOU stated that the project would be attached to the Vacaville Annex as part of a larger bond project to upgrade the Annex.

With additional research, challenges with the Annex site were identified. As an alternative, the Board is now being asked to consider the addition to the Vacaville Center as an alternative location for the project.

The Board is asked to consider moving the SCOE Classroom project from the Annex to the Center. With no Board action, the project will remain as an addition to the Vacaville Annex.

*Government Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* **None**

**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) 864-7855

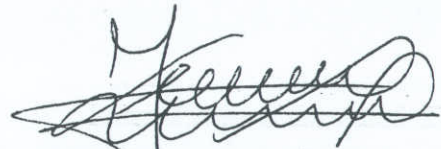
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

October 24, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

October 24, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**