

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

**EMPLOYMENT 2015-2016**

**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
TBD	Human Resources Generalist M00079 (Range TBD/Step TBD)	10/22/15

**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Kelley Cadungug	Counseling SSP	SSSP	09/08/15 – 06-30-15	\$58.59
Jeff Cardinal	CCCAA Mandatory In-Service	General Fund	08/11/15 – 08/11/15	\$64.87
Jimmie Collier	Custodian	General Fund	10/22/15 – 06/30/15	\$13.62
Amy Dauffenbach	2+1 STEM Counselor	2+1 STEM NFS Grant	10/22/15 – 06/30/16	\$69.05
Bess Hannigan	Clinical Simulation Center Instructor	Enrollment Growth Grant	09/28/15 – 06/30/16	\$50.53
John Harris	Assistant Baseball Coach	Baseball General Fund	09/11/15 – 05/31/16	\$16.66
Roy Hedlund	Substitute for Lab Tech	General Fund	10/22/15 – 06/30/15	\$17.33
Brian Houle	Assistant Baseball Coach	Baseball Trust	10/22/15 – 05/31/16	\$16.66

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

**STAN R. ARTERBERRY**  
 Interim Superintendent-President

October 9, 2015

October 9, 2015

**Date Submitted**

**Date Approved**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Ashlie Lawson	Counseling SSSP	SSSP	09/02/15 – 06/30/16	\$58.59
Carmela Logarta	Student Services Generalist	General Fund	10/22/15 – 12/18/15	\$19.73
Nazia Mostafa	Counseling SSSP	SSSP	09/03/15 – 06/30/16	\$54.55
John Nagle	CCCAA Mandatory In-Service	General Fund	08/11/15 – 08/11/15	\$69.05
Scott Parrish	CCCAA Mandatory In-Service	General Fund	08/11/15 – 08/11/15	\$69.05
Terri Pearson- Bloom	CCCAA Mandatory In-Service	General Fund	08/11/15 – 08/11/15	\$71.23
Herman Porter	Substitute Custodian	General Fund	10/22/15 – 06/30/15	\$13.62
Gerald Salcido	Counseling SSSP	SSSP	09/09/15 – 06/30/15	\$58.59
Tyren Sillanpaa	Assistant Baseball Coach	Baseball General Fund	09/11/15 – 05/31/16	\$16.66
Juanona Snell	Substitute Custodian	General Fund	10/22/15 – 06/30/16	\$13.62
Scott Stover	CCCAA Mandatory In-Service	General Fund	08/11/15 – 08/11/15	\$60.69
Darla Williams	CCCAA Mandatory In-Service	General Fund	08/11/15 – 08/11/15	\$69.05

**Released Time**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>% Released Time</u></b>	<b><u>Dates</u></b>
Saki Cabrera	Accreditation Self Study Coordinator	20%	Fall 2015
Melissa Reeve	Accreditation Self Study Coordinator	20%	Fall 2015
Stephen Watkins	Accreditation Self Study Coordinator	20%	Fall 2015

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Marisol Delgado	Student Services Generalist	10/07/15
Cynthia Garcia	Grants and Resource Development Manager	10/21/15
Erin Moore	Curriculum Analyst	10/27/15

## **GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Assignment</u></b>
Makafui Ahorney	Workforce Development	Small Business Development Center Office Assistant
Mikeze Howard	Workforce Development	Focus on Communication, Specifically Social Media
Sarah Ijames	School of Mathematics & Science	Biology Lab Assistant Intern Teaching Assistant
John R. Lloyd Flynn	School of Liberal Arts	Assist in Rod Guyer's Ceramics Class
Staci Pauly	Academic Success Center	Assist at Academic Success Center
Ignacio Pegg	Workforce Development	Administrative Office Assistant

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

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

**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs  
Leslie Minor, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ervin Floyd Hicks	Provide training and business advising services to the Small Business Development Center	July 1, 2015 – December 31, 2015	Not to exceed \$2,500.00
RPM Events	Event producer services for the 2016 Small Business Educators Symposium	October 22, 2015 – February 19, 2016	Not to exceed \$12,000.00
Nicole Sherman	Provide graphic design, writing, and relationship building for various Small Business Sector program offerings	October 22, 2016 – June 30, 2016	Not to exceed \$3,000.00

**Student Services  
Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Angela Borchert	Photography services for 2015 Hall of Fame Banquet	October 3, 2015 – October 31, 2015	Not to exceed \$100.00
Sisleide Do Amor	2015 Soccer Camp Coaching	July 27, 2015 – July 31, 2015	Not to exceed \$1,000.00
Jon Harris	Coordinate major fundraising activities with baseball team	September 1, 2015 – March 30, 2016	Not to exceed \$2,100.00

**Yulian I. Ligioso**

Vice President, Finance & Administration

October 9, 2015

**Date Submitted**

  
**STAN R. ARTERBERRY**  
 Interim Superintendent-President

October 9, 2015

**Date Approved**

**Student Services (Cont.'d)**  
**Gregory Brown, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
David J. Smith	Peacebuilding and conflict resolution workshops for SCC Students	November 18, 2015	Not to exceed \$1,100.00
Melinda Tran	Provide Articulation Officer training	September 18, 2015 – December 18, 2015	Not to exceed \$1,360.00
Mayra Zamora	Translation services of outreach documents.	September 20, 2015 – December 20, 2015	Not to exceed 1,200.00

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

Information    **OR**     Approval  
 Consent      **OR**     Non-Consent

**SUMMARY:**

09/08/2015	Vendor Payment	2511064770-2511064771	\$8,602.52
09/08/2015	Vendor Payment	2511064772-2511064784	\$549,370.53
09/08/2015	Vendor Payment	2511064785	\$57,169.96
09/08/2015	Vendor Payment	2511064786-2511064853	\$359,803.40
09/11/2015	Vendor Payment	2511064854-2511065226	\$60,268.10
09/14/2015	Vendor Payment	2511065227	\$5,295.00

CONTINUED ON NEXT PAGE:

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: \_\_\_\_\_

*Ed. Code: 70902 & 81656      Board Policy: 3240      Estimated Fiscal Impact: \$3,420,705.38*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Yulian Ligioso  
 Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

  
 Stan R. Arterberry  
 Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

CONTINUED FROM PREVIOUS PAGE:

09/14/2015	Vendor Payment	2511065228-2511065239	\$101,913.11
09/14/2015	Vendor Payment	2511065240	\$2,940.00
09/14/2015	Vendor Payment	2511065241-11065293	\$130,619.89
09/21/2015	Vendor Payment	2511065294-2511065300	\$325,445.74
09/21/2015	Vendor Payment	2511065301	\$4,354.68
09/21/2015	Vendor Payment	2511065302-2511065382	\$250,308.31
09/25/2015	Vendor Payment	2511065383-2511065445	\$174,741.70
09/28/2015	Vendor Payment	2511065446	\$1,339.62
09/28/2015	Vendor Payment	2511065447-2511065453	\$66,693.78
09/28/2015	Vendor Payment	2511065454-2511065456	\$157,526.34
09/28/2015	Vendor Payment	2511065457-2511065561	\$868,445.35
10/01/2015	Vendor Payment	2511065562-2511065610	\$7,189.84
10/05/2015	Vendor Payment	2511065611-2511065612	\$30,216.86
10/05/2015	Vendor Payment	2511065613	\$8,587.50
10/05/2015	Vendor Payment	2511065614-2511065624	\$160,973.01
10/05/2015	Vendor Payment	2511065625-2511065627	\$3,446.13
10/05/2015	Vendor Payment	2511065628-2511065710	<u>\$85,454.01</u>
TOTAL:			\$3,420,705.38



## **AMENDMENT TO AGREEMENT**

### **PARTIES**

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and CA Architects (CAA) ("Consultant"), collectively the "Parties").

### **RECITALS**

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated March 18, 2015, for architectural and engineering services related to For Performing Arts Building (B1200 Renovation) Swing Space Project ("Project"); and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

### **AGREEMENT**

1. Section 4. Compensation of the Agreement is amended to read:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighty Four Thousand Two Hundred Dollars (\$84,200.00). This fee is a total of the March 18, 2015 Agreement in the amount of \$72,980 and Amendment #1 in the amount of \$11,220. District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
2. The term of the Agreement shall be extended until the Project has been completed, but in no event later than January 29, 2016, subject to further extension by agreement of the parties.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

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

\_\_\_\_\_

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

Print Name: YULIAN LIGIOSO

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

Print Title: VP, FINANCE &  
ADMINISTRATION

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

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

**TO:** Members of the Governing Board

**SUBJECT:** NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR PORTABLE CLASSROOMS PHASE II AND B1600 CLASSROOM IMPROVEMENTS PROJECT

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Portable Classroom Phase II And B1600 Classroom Improvements Project Notice of Completion. On August 5<sup>th</sup>, 2015, Integrity Data & Fiber Inc., was selected to Install cabling to the projectors, monitors and speakers. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

Ed. Code:	Board Policy:	Estimated Fiscal Impact:	\$0
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Thomas Beckett  
Interim Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso YL  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Stan R. Arterberry**  
Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 8/15/15
  7. The Project Name is: Portable Classrooms Phase II and B1600 Classroom Improvements Project
  8. DSA Number (if applicable) Scope did not require DSA approval
  9. The contractor for such work of modernization is Integrity Data and Fiber, Inc
  10. The name of the contractor's Surety Co. is HCC
  11. The date of contract between the contractor and the above owner is 8/05/15
  12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN # 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Installing low voltage cabling for the projectors, monitors, and speakers.
- 

Date

Signature of Owner - Stan R. Arterberry  
Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.  
(City or Town where signed)

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

**TO: Members of the Governing Board**

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION  
 SERVICES FOR SMALL CAPITAL PROJECTS  
 TECHNOLOGY CLASSROOMS IMPLEMENTATION AND  
 B1800 CLASSROOM IMPROVEMENTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the Small Capital Projects Technology Classrooms Implementation and B1800 Classroom Improvements Notice of Completion. On July 15, 2015, Decorator Draperies, was selected to provide and install blackout shades in the technology classrooms and B1800. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction and renovations.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

Thomas Beckett  
 Interim Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso YL

Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

**Stan R. Arterberry**  
 Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Yulian Ligioso, VP, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 9/25/15
  7. The Project Name is Small Capital Projects Technology Classroom Implementation and B1800 Classroom Improvements Project
  8. DSA Number (if applicable) Scope did not require DSA approval
  9. The contractor for such work of modernization is Decorator Draperies
  10. The name of the contractor's Surety Co. is Merchants Bonding Company
  11. The date of contract between the contractor and the above owner is 7/15/15
  12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN # 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Provide and installing of backout shades in the Technology Classrooms and B1800 Classrooms.
- 

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner - Stan R. Arterberry  
Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

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

**TO: Members of the Governing Board**

**SUBJECT: 2015-2016 LOCAL AGREEMENT FOR CHILD  
DEVELOPMENT TRAINING CONSORTIUM**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The Yosemite Community College District, Child Development Training Consortium has approved a local agreement for stipends and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to the District is \$15,000. The District will reimburse students a stipend for courses completed with a "C" or above excluding P.E. or work experience classes that are not child development related. Sabrina Drake will serve as coordinator for this project. Statement of Work: The contractor will generate up to 600 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or upgraded Child Development Permit.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: \_\_\_\_\_

*Ed. Code: Board Policy: 3520 Estimated Fiscal Impact: \$15,000 revenue to District*

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

Sabrina Drake, Assistant Director  
Children's Programs

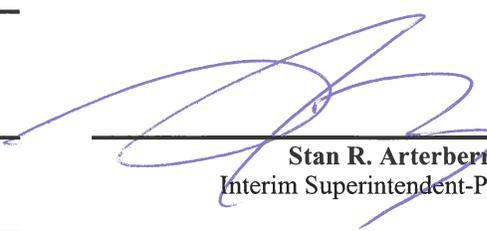
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7000 x4639

**TELEPHONE NUMBER**

  
**Stan R. Arterberry**  
Interim Superintendent-President

**VICE PRESIDENT APPROVAL**

October 1, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

October 1, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM  
2015-2016 INSTRUCTIONAL AGREEMENT  
AGREEMENT NUMBER 15-16 - 2502**

This Agreement is made and entered into this 1<sup>st</sup> day of September, 2015, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC**, and **Solano Community College District for Solano Community College**, hereafter called the CONTRACTOR.

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

**I. STATEMENT OF WORK**

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

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

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

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

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

- B. The CONTRACTOR will generate up to **600** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2015, and June 30, 2016. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
  2. Are degree or certificate applicable.
  3. Are offered for credit with the possible exception of remedial courses.
  4. Are transferable whenever possible.
  5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
  6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
  2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**
  3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
  4. Student must work in the state of California.

5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

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

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

Priority 1 Employees of all direct-funded CDE/EESD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.

Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

Priority 3 Employees of all other programs including center-based and licensed family child care homes.

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

*Local Priorities for Enrollment*

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

G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local CARES Plus and/or AB212 programs.

The Advisory Committee will meet a minimum of once each semester/term.

2. Both meetings must be properly documented with agendas and minutes, which must be submitted by specified due dates.
- H. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
1. Description of eligible students to be served
  2. Special circumstances or unique challenges and characteristics of eligible students
  3. Description of agencies/programs that will benefit
  4. Area strengths
  5. Area needs
  6. Description of most needed courses including topics, times, locations and preferred language of instruction.
- I. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.
- J. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2015-2016 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- K. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- L. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator, two times per semester. This collaboration will include sharing program services and promote integration of services for student success.

## **II. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from September 1, 2015, to and including June 30, 2016. Enrolled units must be completed between July 1, 2015, and June 30, 2016. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2016.

## **III. BUDGET AND ALLOWABLE EXPENSES**

- A. By October 15, 2015, a 2015-2016 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.

- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
  - 1. When planned expenditures in any of the **major expense categories** (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
  - 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

#### IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$15,000.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2016. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2015-2016 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.

- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than June 30, 2016. A Budget Narrative Form will be required as a addendum to the Final Expenditure Report.

**V. RETENTION OF RECORDS AND AUDITS**

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

**VI. CONTRACT AMENDMENTS**

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

**VII. 30 DAY TERMINATION NOTICE**

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

**VIII. FUND AVAILABILITY**

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

**IX. NONDISCRIMINATION CLAUSE**

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

**X. INDEPENDENT CONTRACTORS**

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

**XI. HOLD HARMLESS CLAUSE**

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

**XII. ACKNOWLEDGMENT**

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

**XIII. DRUG-FREE WORKPLACE**

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

**XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

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

**AGREED TO BY:**

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	
Title of Person Signing:	
Date:	

**Yosemite Community College District**

Authorizing Signature:	
Printed Name of Person Signing:	<b>Teresa Scott</b>
Title of Person Signing:	<b>Executive Vice Chancellor/Fiscal Services, YCCD</b>
Date:	

**Attachments for reference:** Appendix A - Child Development Permit Matrix  
Appendix B – 2015-2016 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**  
Child Development Training Consortium  
1620 North Carpenter Road, Suite C-16, Modesto, CA 95351  
For questions, call (209) 572-6080

**For CDTC Use Only:** Date Rcvd: \_\_\_\_\_ To D.O.: \_\_\_\_\_ From D.O.: \_\_\_\_\_ To CONTRACTOR: \_\_\_\_\_

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

**TO: Members of the Governing Board**

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

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

An agreement between Solano Community College District and BACWA for special educational services was presented to the Governing Board for approval was approved on July 15, 2015. This item is being amended to read:

SCCD will provide (5) credit classes, WATER 100, WATER 101, WATER 106, WATER 120 and WATER 121, for up to 30 students per class, for BACWA member organizations and others. Please see page 2.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training

*Ed. Code: 78021                      Board Policy: 3520                      Estimated Fiscal Impact: \$71,500.00*

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

Kelly Penwell, Associate Dean  
Workforce Development

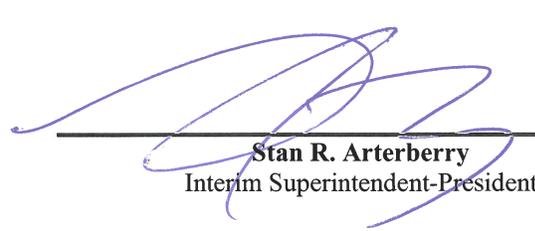
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-863-7808

**TELEPHONE NUMBER**



**Stan R. Arterberry**  
Interim Superintendent-President

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**SUMMARY:**

**Continued:**

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

The client fee for each 3 or 4 credit hour course is \$15,500, and the client fee for each 2 or 2 ½ credit hour class is \$12,500. This contract is for \$71,500.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development. Approval is requested at this time.

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

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

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

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

- A. The District will provide Five (5) credit classes, WATER 100, Wastewater Treatment I, WATER 101, Basic Chemistry for Water and Wastewater, WATER 106, Instrumentation and Controls, WATER 120, Distribution Systems Maintenance, and WATER 121, Collections Systems Maintenance, for up to 30 students per class, for BACWA member organizations and other interested parties, provided member needs are met.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE sites, to be determined. Classes will begin in August 2015, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website and database and provide marketing and marketing materials for sponsoring agencies.
- D. Solano Community College and BACWWE will recruit, identify and select all trainees who will participate in training.
- E. Subject to availability of funds collected from sponsoring agencies BACWA will compensate the District up to a maximum amount for Fall 2015 of seventy one thousand five hundred dollars (\$71,500) for all services rendered hereunder, as follows: for each 3 or 4 credit hour class fifteen thousand five hundred dollars (\$15,500); for each 2 or 2 ½ credit hour class thirteen thousand five hundred dollars (\$12,500). The cost is inclusive of all instruction and teaching/training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.

- G. This contract may be terminated by either party upon written notice of not less than ten (10) business days.
- H. It is mutually understood that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, except to the extent caused by the sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- J. BACWA will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, except to the extent caused by the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve BACWA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of BACWA operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

\_\_\_\_\_  
Laura Pagano  
BACWA Executive Board Chair  
PO Box 24055, MS 59  
Oakland, CA 94623

\_\_\_\_\_  
Stan Arterberry  
Interim Superintendent-President  
Solano Community College District  
Fairfield, CA

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

- A. The District will provide eight (8) credit classes, WATER 100, Wastewater Treatment I, WATER 101, Basic Chemistry for Water and Wastewater, WATER 104, Water Treatment I, WATER 105, Wastewater Treatment II, WATER 106, Instrumentation and Controls, WATER 108, Water Treatment II, WATER 120, Distribution Treatment Maintenance, and WATER 121, Collection Systems Maintenance for up to 30 students per class, for BACWWE (Bay Area Consortium for Water and Wastewater Education) member organizations and others.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE sites, to be determined. Classes will begin in August 2015, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website and database and provide marketing and marketing materials for sponsoring agencies.
- D. BACWWE and SCCD will recruit, identify and select all trainees who will participate in training.
- E. Subject to availability of funds collected from sponsoring agencies, BACWA will compensate the District for all services rendered and expenses at a rate of one hundred eighteen thousand dollars (\$118,000). The fee for each 3 or 4 credit hour class is fifteen thousand five hundred dollars (\$15,500). The fee for each 2 or 2 ½ credit hour class is twelve thousand five hundred dollars (\$12,500). The cost is inclusive of all instruction and teaching/ training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- G. This contract may be terminated by either party with notice of ten (10) business days.
- H. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the

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

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

\_\_\_\_\_  
David Williams  
BACWA Executive Board Chair  
375 11<sup>th</sup> Street  
Oakland, CA

\_\_\_\_\_  
Stan Arterberry  
Interim Superintendent-President  
Solano Community College District  
Fairfield, CA

Date \_\_\_\_\_

Date \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: FACULTY ENTREPRENEURSHIP CHAMPION  
 MINIGRANTS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The Small Business Sector Navigator grant work plan included issuing a Request for Application (RFA) to fund Faculty Entrepreneurship Champion Mini-grants across the state. Board approval is requested for mini-grant agreements in the amount of \$7,500 to each of the following colleges:

Coastline College	Southwestern College	Solano College
Cosumnes River	Allan Hancock College	Glendale Community College
San Bernardino CCD	Chabot College	Reedley College
Shasta College	College of Marin	

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: \_\_\_\_\_

*Ed. Code: 81655                      Board Policy: 3520                      Estimated Fiscal Impact: \$82,500 SB1402 Funds*

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

Charles Eason  
 Small Business Sector Navigator  
 \_\_\_\_\_  
**PRESENTER'S NAME**

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

(707) 863-7846  
 \_\_\_\_\_  
**TELEPHONE NUMBER**

Dr. Leslie Minor  
 Vice President, Academic Affairs  
 \_\_\_\_\_  
**VICE PRESIDENT APPROVAL**

October 9, 2015  
 \_\_\_\_\_  
**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

  
 \_\_\_\_\_  
**Stan R. Arterberry**  
 Interim Superintendent-President

October 9, 2015  
 \_\_\_\_\_  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT  
AND  
COAST COMMUNITY COLLEGE DISTRICT**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and the Coast Community College District on behalf of Coastline Community College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #15- 151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 24, 2015.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **SCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **SCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

**ARTICLE I**

1. Statement of Work

To provide **PROJECT** services per the **SUBCONTRACTOR**’s approved grant application work plan (Exhibit A) and approved grant application budget (Exhibit B).

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2016.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit a quarterly invoice of expenditures for reimbursement to **SCCD** at the following address:

Accounts Payable  
Attn: Charles Eason  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, CA 94534

4. Reporting

**SUBCONTRACTOR** is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2016.

5. Expenditure of Grant Funds.

**SUBCONTRACTOR** agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

6. Record Keeping

**SUBCONTRACTOR** agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. Audit

**SUBCONTRACTOR** agrees that **SCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **SCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

9. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Charles Eason  
Small Business Sector Navigator  
Solano Community College  
360 Campus Lane, Suite 203  
Fairfield, CA 94534  
(707) 863-7846  
[charles.eason@solano.edu](mailto:charles.eason@solano.edu)

Dejah Swingle  
Director, Grants, and Educational Services  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
(714) 438-4699  
[dswingle@mail.cccd.edu](mailto:dswingle@mail.cccd.edu)

Kevin ErdKamp  
Project Director  
Garden Grove Center  
12901 Euclid Street  
Garden Grove, CA 92840  
(714) 241-6209 ext. 17303  
[kerdkamp@coastline.edu](mailto:kerdkamp@coastline.edu)

## ARTICLE II

### 1. Legal Terms and Conditions

Both **SCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Request for Application (RFA) and subsequent responses to Requests for Information. Final payment is contingent upon successful completion (or very significant progress towards completion) of all work plan activities and outcomes.

This Agreement represents the entire understanding between **SCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

Solano Community College District

Coast Community College District

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

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

Name: Stan Arterberry

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

Title: Superintendent/President

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

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

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



SOLANO COMMUNITY COLLEGE HUMAN RESOURCES RESIGNATION TO RETIRE  
 Governing Board Meeting  
 October 21, 2014  
 Page 2

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Marion Cowee	Early Childhood Education Professor 9 years and 10 months of service at SCC	06/30/2016
Robert Daprato	Psychology Professor 44 years and 8 months of service at SCC	05/30/2016
Marylou Fracisco	Office Technology Professor 15 years and 4 months of service at SCC	12/20/2015
Leslie Hubbard	Accounting Professor 10 years and 4 months of service at SCC	12/20/2015
Karen McCord	Ethnic Studies/Social Science Professor 20 years and 5 months of service at SCC	06/30/2016
Barbara Pavão	Counselor 17 years and 10 months of service at SCC	06/30/2016
Charles Spillner	Chemistry Professor 15 years and 9 months of service at SCC	05/31/2016
Steven Springer	Counselor 9 years and 10 months of service at SCC	06/30/2016
Thomas Watkins	Business Management Professor 11 years and 3 months of service at SCC	12/20/2015
Ron Zak	Photography Professor 10 years and 9 months of service at SCC	05/31/2016

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

**TO: Members of the Governing Board**

**SUBJECT: SECOND READING - ACCJC ACCREDITATION  
STANDARD UPDATES TO BOARD POLICY 1025, 1050,  
and BOARD MEMBER ABSENCE FROM THE STATE  
(POLICY NUMBER 1097)**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The Governing Board establishes and regularly reviews Board institutional policies and appropriately delegates responsibilities to implement these policies. The Board reviewed the updates as an information item at the August 19<sup>th</sup>, 2015 Board meeting, and Shared Governance reviewed the policies at the October 14<sup>th</sup> meeting.

Approval is requested to revise the Reference/Authority for Board policies to the most updated mandates provided by the Accrediting Commission for Community and Junior Colleges. Attached is a copy of the policy requiring the updated Reference/Authority.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: \_\_\_\_\_

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL             DISAPPROVAL  
 NOT REQUIRED         TABLE

Rosemary Thurston, Trustee  
Policies and Procedures Ad Hoc Subcommittee

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7112

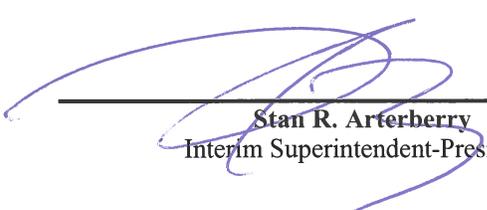
**TELEPHONE NUMBER**

Not Applicable

**VICE PRESIDENT APPROVAL**

October 16, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
**Stan R. Arterberry**  
Interim Superintendent-President

October 16, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT

### REGULAR MEETINGS

1025

**POLICY:** The date, time and place of the regular Board meetings shall be established at the annual organizational meeting of the Board. The date, time and place of the regular meeting may be changed by action of the Board at any previous meeting. In the event of a change of meeting date, time or place, the Secretary for the Board shall give written notification to the Board members and shall inform the public of the change at least seventy-two (72) hours in advance of the meeting.

Regular meetings of the Board shall be held the first and third Wednesday of each month. Regular meetings of the Board shall normally be held **on the Fairfield Campus** at 4000 Suisun Valley Road, Room 626, Fairfield, CA 94534. **Regular meetings not held on the Fairfield Campus shall be held at the Vallejo Center at 545 Columbus Parkway, or at the Vacaville Center at 2001 North Village Parkway.**

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

#### **Board Meetings: Time Limits**

- 1. In the event the Board has scheduled both Open and Closed Sessions during one meeting, the total meeting time of both sessions shall not exceed 3 ½ hours, except by majority vote of the Board at that time.**
- 2. No action shall be taken after 3 1/2 hours, unless there has been a majority vote of the Board to determine a time certain for adjournment in order to hear urgent matters before the Board.**
- 3. Members of the Board shall have a total of no more than five (5) minutes each to speak or question staff, and shall be recognized no more than twice by the presiding officer, on any item during the same meeting. The Board, by majority vote, may make exceptions to this section. The motion shall contain the precise parameters of the exceptions to be made.**
- 4. If a Board member believes that a detailed explanation is needed on his/her views on an issue, he/she will be invited to prepare a written**

paper detailing the main points or concerns. Copies will be distributed to the Board and relevant parties.

5. Individual Board members shall have no more than five (5) minutes during the **REPORT OF THE TRUSTEES** to discuss any matter they determine to be pertinent to the educational jurisdiction of this District.
6. The Board may by majority vote, table to a date certain, any item before the Board.
7. In order to facilitate the Board's schedule, the Board President, or his/her designee to conduct the meeting, pursuant to District Policies and to Robert's Rules of Order, shall have the following rules of authority related to the efficient conduct of Board meetings and to comply with this Adjournment Policy:

To adjourn the meeting:

1. Prior to 3 1/2 hours if all items on the agenda have been considered by the Board.
2. At 3 1/2 hours pursuant to District Policy
3. After 3 1/2 hours at a time set by a majority vote of those trustees in attendance at the meeting.

REFERENCES/

AUTHORITY:

California Education Code Section 72000(d), ~~72121~~

California Government Code Sections 54954, 54954.1, 54954.2, 54954.3, 54952.2, 54953 et seq.; 54961 BP1025

ADOPTED:

March 18, 1987

REVISED:

May 19, 1999; June 6, 2007; Reviewed June 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT

POLICY AND ADMINISTRATIVE PROCEDURE

1050

**POLICY:**            **The Governing Board (also hereinafter referred to as the Board) shall conduct its business in accordance with District policies and procedures.**

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are adopted to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, ~~added to or~~ amended or **rescinded** at any regular or special Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended. **The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.**

All policies established by the Board become effective immediately upon their adoption unless an effective date is specified at the time of passage.

Administrative procedures are to be issued by the Superintendent/President as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Superintendent-President.

**The Superintendent/President shall provide each new board member with copies of policies and procedures. Revisions will be given to each board member in a timely manner. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.**

Copies of all policies and administrative procedures shall be readily available **to district employees and the public** at the College Library, on the College Web site and such other places authorized by Superintendent/President.

REFERENCES/

AUTHORITY:        California Education Code Section 70902

**ACCJC Accreditation Standards ~~IV.B.1.b & e~~ IV.C.7, IV.D.4, I.B.7 and I.C.5**

ADOPTED: July 7, 1982

REVISED: June 6, 2007; Reviewed October 20, 2010

## SOLANO COMMUNITY COLLEGE DISTRICT

### BOARD MEMBER ABSENCE FROM THE STATE

1097

#### **POLICY:**

No member of the Board shall be absent from the state for more than 60 days, except in any of the following situations:

- Upon business of community college district with the approval of the Board.
- With the consent of the Board for an additional period not to exceed a total absence of 90 days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Board appointed as set forth above may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.

#### **REFERENCES/**

**AUTHORITY:** Government Code Section 1064



## UNIVERSAL SERVICE AGREEMENT

Client  
Name: Solano Community College Agreement No: \_\_\_\_\_  
Address: 4000 Suisun Valley Road  
Fairfield, CA 94534 Effective Date: November 1, 2015  
Attn: Tracy Drake  
Telephone: (707) 864-7000

This UNIVERSAL SERVICE AGREEMENT (the "Agreement") is entered into and shall be binding upon the parties as of the last date executed below by and between TALX Corporation (a provider of Equifax Workforce Solutions), a Missouri corporation ("EWS"), and Solano Community College ("Client"), a/an California Educational Institution. The parties agree as follows:

### 1.0 CONTRACT SERVICES

By entering into this Agreement, Client hereby authorizes EWS to provide the employment or payroll related services (the "Services") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)") attached hereto. The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

### 2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect.

### 3.0 EWS OBLIGATIONS

EWS agrees that the Service (i) will be provided in compliance with laws and regulations applicable to EWS's performance thereof, and (ii) will not infringe trademarks, patents or other intellectual property rights of others. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

### 4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data ("Data") provided by or on behalf of Client to EWS; (ii) all information provided by EWS to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops

without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge or destroy Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

## **5.0 DATA SECURITY AND PRIVACY**

EWS shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after EWS has either actual or constructive knowledge of a breach which affects Data (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS shall have actual or constructive knowledge of an Incident if EWS actually knows there has been an Incident or if EWS has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. EWS shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

## **6.0 DATA QUALITY AND DATA TRANSMISSION**

Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for EWS to provide the Services. Client agrees to provide such Data to EWS in the EWS format within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by EWS. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto.

Furthermore, Client agrees to transfer Data to EWS using one of the approved secure shipping methods provided in Attachment 1.

## 7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

## 8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees' (i) breach of Section 4.0 or Section 6.0 of this Agreement, (ii) infringement on the intellectual property rights of third parties and/or (iii) intentional wrongful act or omission, provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any claim for indemnity and cooperates fully in the defense of the claim, and (b) the party providing indemnity shall select counsel to defend any such claim.
- 8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY- FIVE THOUSAND DOLLARS (\$25,000).
- 8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9.0 MISCELLANEOUS

- 9.1 **Entire Agreement.** This Agreement, which includes all schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes and merges all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.
- 9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, or non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement.
- 9.3 **Applicable Law.** This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Missouri, without regard to its conflict of law principles.
- 9.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.
- 9.5 **Assignment/Modification.** Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by a business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement shall be binding upon

and inure to the benefit of the parties hereto, and their permitted successors and assigns. Except as provided in each applicable Schedule hereto, this Agreement may be amended or modified only by the written and signed consent of the parties.

9.6 **Notices.** Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Client:	To EWS:
Solano Community College	TALX Corporation
4000 Suisun Valley Road	11432 Lackland Road
Fairfield, CA 94534	St. Louis, MO 63146
Attn: Tracy Drake	Attn: President

Either Party may change its notice address with written notice to the other party.

9.7 **Counterparts/Execution by Facsimile.** For the convenience of the parties, copies of this Agreement, including Schedules hereto, may be executed in two or more counterparts and signature pages exchanged by facsimile or scanned copies via e-mail. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

<b>Client</b>	<b>TALX Corporation, provider of Equifax Workforce Solutions</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Attachment 1

### Security Requirements when Client Sends Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure shipping methods provided below. The EWS preferred method of receiving Data is Secure File Transfer Protocol (SFTP) with PGP encryption.

	Transfer Option	Description	Requirement
1	FTP/S (SSL), SFTP (SSH)	Eliminate data files traveling through 3 <sup>rd</sup> party courier. Secures information in the file.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
2	Email Attachment	Eliminate media traveling through a 3 <sup>rd</sup> party courier. Secures information in e-mail attachment. Information in the body of the message is not secured.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
4	Secure e-mail (Voltage, TLS)	Eliminate media traveling through a 3 <sup>rd</sup> party courier. Secures information in the body of the e-mail and attachments.	Internet web access
5	Client specific solution	Any option other than the 4 listed above.	Approval from EWS VP of Technology and business unit director

#### Additional Security requirements:

- When using Win Zip or PGP the following must be met:
  - o Win Zip files must be zipped using WinZip 9.0 or later
  - o File Encryption using AES-256 encryption
  - o Data file must be password protected using a password of at LEAST 32 characters
  - o Passwords must be sent using a separate path from the file (e.g. if the file is sent via email, password must be in a separate email which does not indicate this is a password. If the file is sent via physical media or electronic medium, such as FTP, the password must be communicated via telephone, email, or other approved communication.)

When using PGP the following is required:

- o The Equifax Workforce Solutions public key must be used.

The following secure delivery requirements must be met.

- o Use the following delivery method for unencrypted data files or bulk paper documents only:  
**Secured transport service approved by EWS for unencrypted media and documents.**
- o Use one of the following mailing methods for encrypted data files only:
  1. USPS Certified Mail
  2. USPS Overnight delivery
  3. FedEx Overnight or 2-day delivery
  4. UPS (United Parcel Service) Overnight or 2-day delivery
  5. Other mutually approved methods

**UNIVERSAL SERVICE AGREEMENT  
SCHEDULE 1 – TERM AND FEES FOR SERVICES**

**CLIENT NAME:** Solano Community College

**EFFECTIVE DATE:** November 1, 2015

EWS shall provide each of the services set forth herein (collectively, the "Services") in accordance with the Universal Service Agreement and this Schedule 1 utilizing the employment, income and tax information ("Data") supplied by Client to EWS on a regular basis.

- **Term:** This Schedule shall be for an initial term of five (5) years from the Effective Date hereof. This Schedule shall automatically renew for successive one (1) year terms unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term before terminating this Schedule.
- **Termination:** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule.
- **Authority:** Client authorizes EWS, as its authorized agent, to provide each of the services set forth in this Schedule. EWS is not a tax preparer, and therefore, disclaims any and all responsibility for preparation of Client's federal tax return. At no time will EWS render or be required to render any service that could be interpreted as the practice of law or accountancy.
- **Payment Terms:** Except as may be otherwise stated below, EWS will invoice Client quarterly in advance, unless otherwise specified below, for all applicable fees starting on the Effective Date. Invoices are due net thirty (30) days. Payments not received within forty-five (45) days of invoice will bear interest at a rate of 1.5% per month. Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS' net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items. All prices are in U.S. dollars.
- **Data Quality and Use of Data:** Client acknowledges that the ability of EWS to provide accurate information is dependent upon accurate data ("Data") from Client. Client agrees to maintain its Data in an accurate, complete and current manner, to provide EWS with Data, as necessary, on employees of Client, and to notify EWS in advance of any and all changes or modifications in the format of Client's computer interface and/or the Data. Should EWS be required to correct the Data for Client, custom data conversion fees will be based on actual hours required at \$185 per hour. EWS will provide Client an estimate of time required and will obtain prior written approval before commencing work. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

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***EMPLOYMENT AND INCOME VERIFICATION SERVICES ("Employment Verifications Service")***

Employment Verifications Service is an employment verification service, utilizing Employment Verifications database, which provides subscribing employers with an automated method of authorizing and providing employment and income verification.

*Description of Employment Verifications Service*

**Parties to Verifications**

EWS serves as Client's agent solely for employment and income verification purposes. Employment Verifications Service is designed to assist (i) Client, (ii) employees of Client, and (iii) commercial, private, non-profit and governmental entities ("Verifiers") who wish to verify an employee's employment and/or income.

**Client Interests**

Client provides employment and income data ("Data") to EWS on a regular basis and EWS provides employment and/or income verifications to Verifiers. Client shall maintain its Data in an accurate, complete and current manner, to provide EWS with Data on employees of Client, and to notify EWS in advance of any and all changes or modifications in format of the Client's computer interface and/or the Data. EWS will assure due diligence is taken to protect Client Data in accordance with good industry practices. However, EWS cannot guarantee that unauthorized third parties will not, under any circumstance, gain access to Employment Verifications Service and Data, nor does EWS guarantee the accuracy of Data provided by Client.

EWS may use Client's name and logo in routine communications EWS undertakes to Verifiers, to inform Verifiers of participation by clients in Employment Verifications Service in order to serve clients more efficiently and to reduce calls to clients from Verifiers.

**Employee Interests**

Employees of Client may need verification of employment and/or income to qualify for home loans, automobile loans, chattel loans, or social services programs, to confirm immigration status or obtain worker's compensation payments. The Employment Verifications Service provides the necessary verification on a timely basis.

**Verifier Interests**

Verifiers may obtain different amounts of information and in different manners dependent on the nature of the Verifier and the nature of the relationship with EWS. Verifiers may be commercial verifiers such as mortgage lenders, pre-employment screeners, automobile lenders, property managers, parties to consumer lending and others; social service agencies seeking to qualify an employee for social service assistance; child support agencies providing support for dependent children; immigration officials needing confirmation of employment; insurers; law enforcement agencies; or other Verifiers with a need to verify employment or income.

EWS will serve the interests of Client, employees of Client and Verifiers (i) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (ii) by providing verifications where the employee

has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (iii) by providing verifications where the employee is obligated by Federal, state or local law to provide the verification information to the Verifier; and (iv) [to provide] by providing analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

**Fair Credit Reporting Act**

EWS is a Consumer Reporting Agency ("CRA"), as defined by the FCRA. As such, EWS complies with the FCRA in providing the Service. EWS' FCRA compliance enhances the protections available to Client's employees, with respect to the privacy and accuracy of the Data. Client acknowledges that EWS has the responsibility to maintain Data accuracy as required under the FCRA, and grants EWS the authority necessary to fulfill this responsibility.

Employment Verifications Service Terms

- **Fair Credit Reporting Act ("FCRA") Obligations.** By signing below, or otherwise accepting these terms, Client acknowledges receipt of this Schedule 1 and Exhibit A ("Notice to Furnishers") attached hereto and made a part of this Schedule 1. Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher. In the event that an employee notifies EWS of an error in any Data, and EWS or Client concludes that the Data is incorrect, Client shall correct the Data as required. If, after completing an investigation and acknowledging that the Data is incorrect, Client does not correct the Data EWS may as required under FCRA: (i) correct the Data on behalf of Client, and/or (ii) block the Data from being accessed by verifiers.

Employment Verifications Service Fees

- **Annual Fee.** The annual fee to be paid for the Employment and Income Verifications Service shall be waived.

**Client Information**

Total number of active employees under contract:	1,200
Total number of active employees to be implemented on target date:	1,200

**Data Quality:** Should EWS be required to correct the Data for Client, custom data conversion fees will be based on actual hours required at \$185 per hour. EWS will provide Client an estimate of time required and will obtain prior written approval before commencing work.

Schedule 1 shall be binding on the parties upon the date last executed below.

<b>Client</b>	<b>TALX Corporation, provider of Equifax Workforce Solutions</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Exhibit A

**All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

### **NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHER UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C 1681s-2. State law may impose additional requirements on furnisher. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau: [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

#### **Accuracy Guidelines**

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(e)*.

#### **General Prohibition on Reporting Inaccurate Information**

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*.

#### **Duty to Correct and Update Information**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

#### **Duties After Notice of Dispute from Consumer**

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(a)(8)*.

#### **Duties After Notice of Dispute from Consumer Reporting Agency**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

1. Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*.
2. Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D)*.
3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*.
4. Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E)*.

### **Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*.

### **Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5)*.

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. *Section 623(a)(5)*.

### **Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. *Section 623(a)(7)*. The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

### **Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9)*. This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

### **Duties When ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623 (a)(6)*. If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. *Section 623(a)(2)*. When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 615(f)*.

**The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.**

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

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

**TO: Members of the Governing Board**  
**SUBJECT: RESOLUTION TO ACCEPT AND TRANSFER LAND  
PARCEL – JIMMY DOOLITTLE LEARNING CENTER,  
RESOLUTION NO. 15/16-14**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Resolution to accept and transfer land parcel as part of the Jimmy Doolittle Learning Center Memorandum of Understanding approved by the Board of Trustees, on October 16, 2013 Item 13.(b).

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Not Applicable

*Ed. Code:                      Board Policy:    Estimated Fiscal Impact:*

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

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

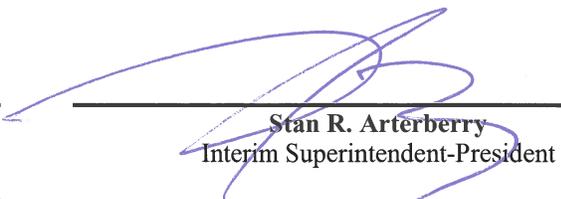
**TELEPHONE NUMBER**

Yulian Ligioso  
VP, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
Stan R. Arterberry  
Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO ACCEPT AND TRANSFER LAND PARCEL – JIMMY DOOLITTLE  
LEARNING CENTER**

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

**WHEREAS**, The Governing Board has previously approved The Doolittle Learning Center – Memorandum of Understanding (MOU) for the acquisition of real property jointly with the Jimmy Doolittle Air and Space Museum Education Foundation, a California Nonprofit Public Benefit Corporation, for the joint planning and construction of aviation education; and

**WHEREAS**, The MOU more specifically provides that the Jimmy Doolittle Air and Space Museum Education Foundation would acquire the property directly and then subsequently transfer a portion of the property purchased equal to the cost of the funds contributed by the College District, at no further cost to the College District; and

**WHEREAS**, An Escrow for the land transfer transaction, Escrow No.: P-109030, has been established with Placer Title Company including a grant Deed for the College District parcel; and

**WHEREAS**, The Grant Deed identifies the parcel being transferred as situated in the State of California, County of Solano, City of Vacaville, described as follows: Parcel One: Parcel 5, as shown on that certain Map entitled “Parcel Map the Nut Tree Development”, filed on June 24, 2011 in Book 50 of parcel maps at Pages 1 through 8, Solano County Records. The Grant Deed further describes a “Grant of Easement” for vehicular access, utilities, and incidental purposes thereto over Parcel 2C and a “Reciprocal Parking Easement Agreement” for pedestrian and vehicular access, parking and incidental purposes thereto over Parcel 8 as also described in the above noted Parcel map: now therefore be it

**RESOLVED**, In accordance with the terms of the MOU, the Governing Board authorizes the acceptance and transfer of the Land Parcel and related Easements to the District as described above and further authorizes the Interim District Superintendent-President, Stan R. Arterberry, to sign all related documents on behalf of the Solano County Community College District.

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO ACCEPT AND TRANSFER LAND PARCEL – JIMMY DOOLITTLE  
LEARNING CENTER**

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

**(Continuing – Page 2)**

**PASSED AND ADOPTED**, This 21th day of October 2015, by the Governing Board of  
the Solano Community College District.

\_\_\_\_\_  
A. MARIE YOUNG, PRESIDENT

\_\_\_\_\_  
STAN R. ARTERBERRY, SECRETARY

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO BERGER STEEL  
CORPORATION FOR CONSTRUCTION OF BUILDING  
1300 KILN PROJECT**

**REQUESTED ACTION:**

Information    **OR**     Approval  
 Consent        **OR**     Non-Consent

**SUMMARY:**

Board approval is requested for award of a construction services contract to Berger Steel Corporation for the Building 1300 Kiln Structural Retrofit Project. The scope of work includes fabrication and installation of structural reinforcement of an existing kiln.

Proposals were solicited from Alco Iron & Metal Company, BC Designs, Berger Steel Corporation, Capitol Iron Works, Inc., Falcon Iron and Martin's Metal Fabrication & Welding, Inc. Based on qualifications and price, Berger Steel Corporation is considered the most responsive proposal for this project.

The Governing Board is asked to approve the Agreement in the amount of \$11,730.

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

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

*Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$11,730 Measure Q Funds*

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

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

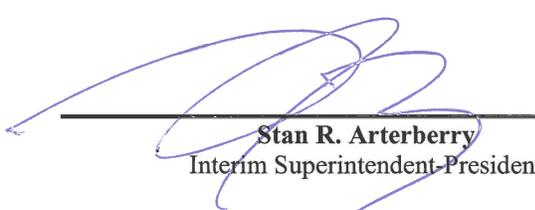
**TELEPHONE NUMBER**

Finance & Administration *TC*

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**Stan R. Arterberry**  
Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CONSOLIDATED  
 ENGINEERING LABORATORIES FOR SPECIAL  
 INSPECTION SERVICES FOR BUILDING 1300 KILN  
 PROJECT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for award of a professional services contract to Consolidated Engineering Laboratories for special inspection services for the Building 1300 Kiln Structural Retrofit Project. The scope of work includes inspection and testing of structural steel and epoxy/expansion anchors as required by the project plans and specifications.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

*CONTINUED ON THE NEXT PAGE*

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$2,380</i>	<i>Measure Q Funds</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>
Thomas Beckett Interim, Executive Bonds Manager			
<b>PRESENTER'S NAME</b>			
4000 Suisun Valley Road Fairfield, CA 94534			
<b>ADDRESS</b>			
(707) 863-7855			
<b>TELEPHONE NUMBER</b>			
Finance & Administration <i>rl</i>		 Stan R. Arterberry Interim Superintendent-President	
<b>VICE PRESIDENT APPROVAL</b>		October 9, 2015	
October 9, 2015		<b>DATE APPROVED BY</b>	
<b>DATE SUBMITTED TO</b>		<b>SUPERINTENDENT-PRESIDENT</b>	
<b>SUPERINTENDENT-PRESIDENT</b>			

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CONSOLIDATED  
ENGINEERING LABORATORIES FOR SPECIAL  
INSPECTIONS FOR BUILDING 1300 KILN PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from all firms in the Board approved pool of special inspection firms. Responses were received from Consolidated Engineering Laboratories, Construction Testing Services, Inc., Ninyo & Moore, Terracon Consultants, Inc., and Wallace Kuhl & Associates. Based on qualifications and price, Consolidated Engineering Laboratories is considered the most responsive proposal for this project.

The Governing Board is asked to approve a contract to Consolidated Engineering Laboratories in the amount of \$2,380.

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: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.,  
 FOR PROJECT INSPECTION SERVICES OF BUILDING  
 1300 KILN PROJECT**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

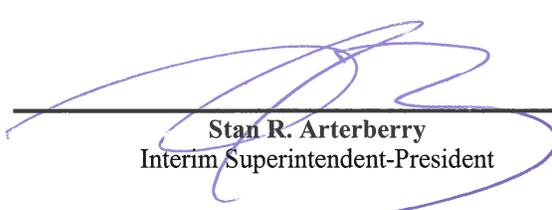
**SUMMARY:**

Board approval is requested to award a professional services contract to Optima Inspections Incorporated for DSA project inspection services for the Building 1300 Kiln Structural Retrofit Project. The scope of work includes providing onsite inspection of all construction, tests and special inspections and all other items required by the California Building Code, 2013 Edition.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

*CONTINUED ON THE NEXT PAGE*

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact:</i>	<i>\$2,400 Measure Q Funds</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>
Thomas Beckett Interim, Executive Bonds Manager			
<b>PRESENTER'S NAME</b>		Stan R. Arterberry Interim Superintendent-President	
4000 Suisun Valley Road Fairfield, CA 94534			
<b>ADDRESS</b>			
(707) 863-7855			
<b>TELEPHONE NUMBER</b>			
VP, Finance & Administration <i>72</i>		October 9, 2015	
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>	
October 9, 2015		<b>SUPERINTENDENT-PRESIDENT</b>	
<b>DATE SUBMITTED TO</b>			
<b>SUPERINTENDENT-PRESIDENT</b>			

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.,  
FOR PROJECT INSPECTION SERVICES OF BUILDING  
1300 KILN PROJECT**

**SUBJECT:**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from all firms in the Board approved pool of project inspection firms. Responses were received from Optima Inspections Incorporated and T.Y.R. Incorporated. Based on qualifications and price, Optima Inspections Incorporated is considered the most responsive proposal for this project.

The Governing Board is asked to approve a contract to Optima Inspections Incorporated in the amount of \$2,400.

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: CONTRACT AWARD TO DECORATOR DRAPERIES FOR  
CONSTRUCTION SERVICES FOR CDFS BUILDING  
WINDOW SHADES AND LIMITED KITCHEN  
RENOVATION PROJECT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for award of a construction contract to Decorator Draperies for Small Capitol Projects: CDFS Building Window Shades and Limited Kitchen Renovation. The scope of work includes providing and installing new blackout window shades in the CDFS buildings. Decorator Draperies will be providing hardware acceptable for a childcare facility.

Blind Butler, MVT, and Decorator Draperies each submitted a bid. The lowest responsive, responsible bidder was Decorator Draperies with a proposal of \$12,560.

The Board is asked to approve a contract to Decorator Draperies, in the amount of \$12,560.

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

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

*Ed. Code:        Board Policy: 3225; 3520        Estimated Fiscal Impact: \$12,560 Measure Q Funds*

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

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER'S NAME**

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Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

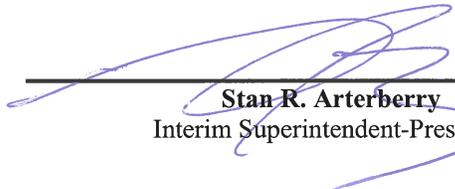
**TELEPHONE NUMBER**

Yulian Ligioso *YL*  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
**Stan R. Arterberry**  
Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AWARD TO DOVETAIL FOR FURNITURE,  
FIXTURES AND EQUIPMENT CONSULTING SERVICES  
FOR THE BIOTECHNOLOGY & SCIENCE BUILDING  
PROJECT

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of consulting services contract to Dovetail to provide planning and coordination services for furniture, fixtures and equipment procurement, coordination and implementation for the new Science Building to be located on the Fairfield campus. The consultant will also validate that the specified technical equipment is inclusive and that furniture and equipment is aligned with Program Level Furniture, Fixtures and Equipment Standards. The consultant's scope of work also includes meetings with faculty and other user group participants, detailed specifications for bidding, coordinating the bidding process, tracking, procurement and installation.

The Board is asked to approve a contract to Dovetail in the amount of \$152,900.

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

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Procurement of furniture and equipment for new instructional spaces and classrooms.

*Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$152,900 Measure Q Funds*

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

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

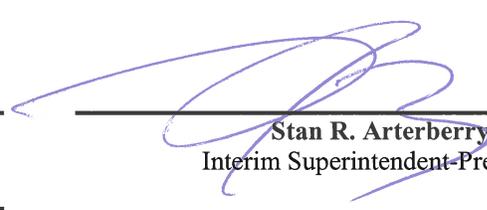
**TELEPHONE NUMBER**

Yulian Ligioso *YL*  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
Stan R. Arterberry  
Interim Superintendent-President

October 9, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

30 September 2015

Mr. Leigh Sata  
Executive Bonds Director  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

RE: New Science Building

Dear Mr. Sata,

We are pleased to submit to you our proposal to provide FF&E Coordination Services for the Solano College New Science Building project. Our proposal is based on the updated program information provided by Kitchell, and is detailed in the Scope of Work section of this document.

The proposal represents a Fixed Fee for our services for the entire project process. As you know, we strive to combine project work whenever possible, creating efficiencies for both organizations. We are assuming that these scopes of work will run concurrent with other existing projects, and will allow us to be as efficient as possible.

Should our proposal meet with the District's approval, please attach a copy of this document to your contract for the project and return to our attention. Do not hesitate to contact me immediately should you have any questions regarding these proposals. We look forward to continuing our work with your team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie O'Brien', with a long horizontal line extending to the right.

Stephanie O'Brien  
President/CEO

Encl.

## **PROJECT PROPOSAL**

Client: **Solano Community College**  
Project: **New Science Building**  
**FF&E Coordination Consulting Services**  
Date: **September 30, 2015**

### **SCOPE OF WORK**

The scope of work below is based on the following:

- 4 User Groups with 1 Key Contact (Dean or above)
- 1 New Building, approximately 35,000 square feet, delivered through Design/Build process
- Project schedule will be as follows: Phase I: Planning, October 2015 to August 2016, and Phase II: Implementation April 2017 to January 2018
- FF&E will be OF/CI, with Dovetail directing the District procurement of products, and preparing direction to the Design/Build Entity (DBE) for management of installation
- All installation, building infrastructure connection, certification, and calibration of FF&E will be the responsibility of the DBE
- This will be a single phased FF&E Installation
- All Move management will be handled by the college facilities, with no scope of work for Dovetail
- Computer / AV equipment selection and procurement to be handled by college IT/AV department. Dovetail IT/AV scope limited to coordination of power / data locations related to furniture connectivity
- FF&E applications include: 7 Science Labs, 15 Support Areas, 1 Lecture Hall, 1 Veteran's Center, 16 Faculty Offices, and 1 Dean's Suite

Consulting Services performed by Dovetail shall include:

#### **FF&E Coordination Planning Services**

- Prepare initial assessment of space requirements defined by architect's program
- Prepare FF&E budget documents, inclusive of preliminary version and (2) revisions (a revision is defined as any change or request that necessitates the document to be updated) during planning phase (2 Meetings)
- Prepare FF&E Space Plan, inclusive of preliminary version and (2) revisions (a revision is defined as: any change or request that necessitates the document to be updated) during the planning phase (3 Meetings)
- Review and confirm building interface for power, data and plumbing as required for FF&E (2 Meetings)
- Guide selection of all typical FF&E, including finishes, from District Standards (2 Meetings)



- Prepare plan for integration of existing FF&E items and prepare disposition plan for unused items
- Guide selection for non-standard FF&E, including specialty equipment
- Provide coordination of up to (15) specialty and non-standard FF&E vendors to gather specifications and project proposals
- Guide final confirmation of vendor specifications for both standard and non-standard items (2 Meetings)
- Submit final Phase I documentation to District in electronic format

#### **FF&E Coordination Implementation Services**

- Attend construction kick-off meeting and subsequent meetings as needed
- Confirm vendor's space plans reflect all updates and changes that have occurred during construction. Includes (2) revisions (a revision is defined as any change or request that necessitates the document to be updated) during the implementation phase and prior to development of order documentation. Any revision occurring after order documentation has been developed is not included in this scope, regardless of the usage of the (2) provided revisions (2 Meetings)
- Coordinate and confirm vendors' completion of site verification prior to installation
- Coordinate all vendor proposals, plans and ordering documentation, and submit to District for order placement
- Create and manage Vendor Tracking Reports
- Prepare scope of installation requirements for all contractor installed items
- Provide limited oversight and support to contractor for FF&E installation timeframe to encourage efficiencies
- Assist District Staff and Program/Construction Manager in identifying and planning for secondary effects, post occupancy (1 Meeting)
- Review vendor invoices for accuracy, submit to District for payment
- Prepare and deliver project close-out documentation electronically

#### **Project Changes in Scope**

Client and Dovetail will communicate periodically regarding consulting services noted above. When Dovetail and Client determine that the scope of work has changed sufficiently to warrant a change in scope, Dovetail will submit a written Change Order Request, defining scope and fee proposed. Written confirmation must be issued to Dovetail by an authorized representative of the Client prior to further work being undertaken by Dovetail.

#### **FEE AGREEMENT**

Client agrees to pay Dovetail a total of \$152,900 for services performed as outlined, including project-related expenses, which will not be billed separately. Phase I: Planning shall be \$93,675. Phase II: Implementation shall be \$59,225.

30 September 2015

Invoices will be generated on a monthly basis, and in equal amounts over each phase throughout the project schedule, for the project scope defined. Client agrees that all fees are payable Net Thirty (30) days.

Failure of Client to honor billing statements in a timely fashion prior to the completion of services may constitute grounds for Dovetail to cease services and/or withhold the product(s) from Client, but does not relieve Client from its obligation to pay for services rendered by Dovetail.

**PRESENTED BY:**

A handwritten signature in black ink, appearing to read 'Stephanie O'Brien', with a long horizontal line extending to the right.

Stephanie O'Brien  
CEO/President

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

**TO: Members of the Governing Board**

**SUBJECT: AWARD TO OMNIUPDATE FOR PROFESSIONAL  
SERVICES FOR MEASURE Q WEBSITE  
COMMUNICATIONS**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested to award a statement of work for professional services to OmniUpdate. The scope of work includes professional and project planning services for the development of templates for managing the bond website including, photo galleries, forms, and polls.

The Board is asked to approve the statement of work for OmniUpdate in the amount of \$10,000.

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

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Not Applicable

*Ed. Code:                      Board Policy: 3225;3520                      Estimated Fiscal Impact: \$10,000 Measure Q Funds*

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

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

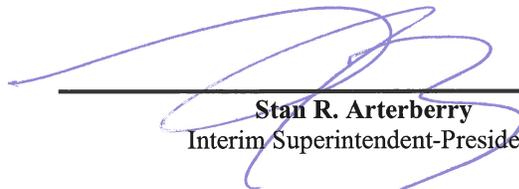
**TELEPHONE NUMBER**

Yulian Ligioso *YL*  
VP, Finance & Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
**Stan R. Arterberry**  
Interim Superintendent-President

October 9, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## Statement of Work

---

**Project Name:** Solano Community College: Bond site & LDP  
**Account:** Solano Community College  
**Prepared by:** Marcel Ayers, Jeremy Rex  
**Date:** 08/6/2015

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### Description

This statement of work (SOW) has been prepared for Solano Community College (SCC) at the request of Scott Ota. SCC currently has a presence of OU Campus<sup>™</sup> on OmniUpdate's main SaaS server. This document will outline the steps required to develop XSL, PCF, TCF, and TMPL files in support of bringing the bond site located at, <http://solano.edu/measureq/>, under management within OU Campus. In addition, LDP module will be installed and configured to facilitate creation of photo galleries, forms, and polls.

Below are the products and services included with this purchase:

### OmniUpdate Responsibilities

**Professional Services** –professional and project planning services for development of templates specific to OU Campus CMS. \*

- 30 minute Kick-off call.
- Creation of Technical Specification Document.
- Up to 60 minute Technical Specification review call.
- Setup and initial configuration of new site within SCC OU Campus account.
- Creation of XSL templates.
- Creation of TCF/TMPL templates necessary to create OU Campus PCF data files and directories.
- Installation and initial configuration of LDP module. Including setup of Flexslider javascript library.
- Mid-Point review call, up to 2 hours.
- Delivery call. Includes Template Framework training session, up to 2 hours.
- Post Implementation Support. 10 to 15 business day period of time for customer evaluation of project work and practice, immediately following Delivery call.
- Closing call, up to 30 minutes.

*\*Restrictions apply – May result in additional cost depending on scope. Billed separately as time and materials.*

## Your Responsibilities

- Source code of HTML layouts for template creation. Includes HTML/CSS and JavaScripts necessary to generate desired output.\*
- Any miscellaneous files (e.g., includes, txt, navigation blocks) required by the page templates to be rendered in a browser. Google analytics and/or search code should also be included.
- Provided source files must meet W3C validation and accessibility compliance, as required by your institution.
- Provide access to a fully configured web server (Apache or IIS) to which OU Campus will publish files and pages during development.
- FTP or SFTP Credentials to web server and OU Campus ESL server from OmniUpdate workstations during development. (IP ranges will be provided for white-listing purposes, upon request.)

*\*Restrictions apply – Requested changes to customer or partner provided HTML, CSS and JavaScripts will be billed separately as time and materials.*

## Not included in this project:

- Services not listed in this SOW are considered outside the scope of this project. Topics outside of the basic functionality of the OU Campus system are considered out of scope and will not be included.
- Unless otherwise stated, integration with other software (e.g. third-party APIs, database systems, back-end systems, calendars, portals) is not included in this project.
- This project does not include the creation of custom scripts or monitors.
- This project does not include remediation of W3C validation and/or accessibility compliance warnings or errors present in customer deliverables.
- This project does not include modification to customer or OmniUpdate partner provided HTML, CSS and JavaScript files.
- The web developer may do some troubleshooting of issues at his discretion; however, he/she may defer the issue to OmniUpdate support. Extensive troubleshooting of technical issues is outside the scope of the project.
- If you require additional training or services not listed as part of this SOW, please contact your sales manager to inquire about other services offered by OmniUpdate.

## Project Deliverables

- Setup of site within SCC instance of OU Campus.
- XSL Templates to render page layouts based on source files and specifications provided by SCC.
- OU Campus templates to create new pages and sections.
- LDP Module, including support for forms, photo galleries and comments.

**Estimates**

**Project Duration**

The project is intended to be completed within 12 business days after the receipt of customer deliverables. The timeline refers to business days and does not include weekends or holidays. A more accurate estimated timeline will be provided at the time of Project Kickoff and finalized delivery dates will be available after receipt and review of customer deliverables and completion of the Technical Specifications Review.

**Milestones**

Title	Duration
Project Kickoff	1 day
SCC Deliverables Received	1 day
OU Builds Technical Specification Document	3 days
OU Builds Templates	7 days
Web Training	1 days
SCC Target Launch Date (TBD)	1 day

**Project Pricing**

Professional Service Fees – \$5000.00

LDP Module Fees – \$5000.00

Total onetime cost: \$10,000

**Acceptance:**

*Solano Community College*

\_\_\_\_\_  
**Project Sponsor:** [name]

\_\_\_\_\_  
[date]

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.,  
FOR PROJECT INSPECTION SERVICES OF BUILDING  
1600, 1800-A AND 1900 RE-ROOFING PROJECT**

**REQUESTED ACTION:**

Information    **OR**     Approval  
 Consent       **OR**     Non-Consent

**SUMMARY:**

Board approval is requested to award a professional services contract to Optima Inspections Incorporated for DSA project inspection services for the Building 1600, 1800-A and 1900 Re-roofing Project. The scope of work includes providing onsite inspection of all construction, tests and special inspections and all other items required by the California Building Code, 2013 Edition.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

*Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$3,600 Measure Q Funds*

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

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

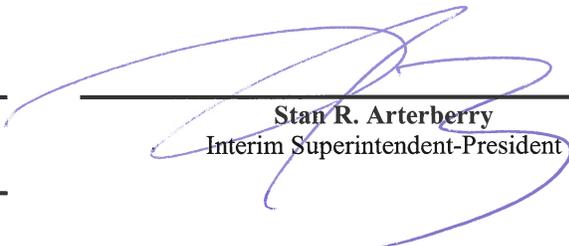
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

VP, Finance & Administration *YL*  
**VICE PRESIDENT APPROVAL**

October 9, 2015  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
**Stan R. Arterberry**  
Interim Superintendent-President

October 9, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.,  
FOR PROJECT INSPECTION SERVICES OF BUILDING  
1300 KILN PROJECT**

**SUBJECT:**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from all firms in the Board approved pool of project inspection firms. Responses were received from Optima Inspections Incorporated and T.Y.R. Incorporated. Based on qualifications and price, Optima Inspections Incorporated is considered the best value for this project.

The Governing Board is asked to approve a contract to Optima Inspections Incorporated in the amount of \$3,600.

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: CONTRACT AWARD FOR CONSTRUCTION SERVICES TO SOUTHWEST CONSTRUCTION AND PROPERTY MANAGEMENT CORPORATION FOR THE BUILDINGS 1600, 1800-A AND 1900 RE-ROOFING PROJECT**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for award of the attached agreement with Southwest Construction and Property Management Corporation, for Buildings 1600, 1800-A and 1900 Re-Roofing Project. A public bid was held October 6, 2015, at which time Southwest Construction and Property Management Corporation, submitted the lowest responsible and responsive bid. The scope of work includes installation of new TPO roofing system (including roof drains and rainwater leaders). Based on qualifications and price, Southwest Construction and Property Management Corporation is recommended for this project.

The Board is asked to approve a contract to Southwest Construction and Property Management Corporation, in the amount of \$486,615.

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

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update instructional spaces and equipment.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact:</i>	<i>\$486,615 Measure Q Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Thomas Beckett  
 Interim, Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

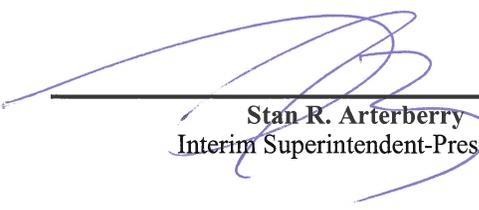
**TELEPHONE NUMBER**

Yulian Ligioso YL  
 Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

  
 Stan R. Arterberry  
 Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES TO TPA CONSTRUCTION, INC., FOR SMALL CAPITAL – TECHNOLOGY CLASSROOMS BUILDING 800 PROJECT

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of the attached agreement with TPA Construction Inc., for the Small Capital – Technology Classrooms Building 800 Project. A public bid was held October 6, 2015, at which time TPA Construction Inc., submitted the lowest responsible bid.

The Board is asked to approve a contract to TPA Construction Inc., in the amount of \$39,700.

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

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update instructional spaces and equipment.

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$39,700 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Thomas Beckett  
Interim, Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

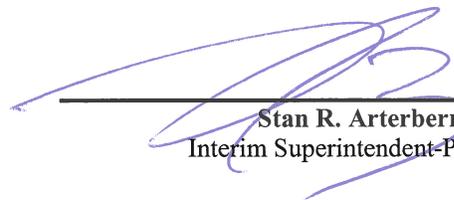
Yulian Ligioso *YL*

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

October 9, 2015

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

  
Stan R. Arterberry  
Interim Superintendent-President

October 9, 2015

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21<sup>st</sup> DAY OF October, 2015, by and between the Solano Community College District ("District") and TPA Construction Inc. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Technology Classrooms Building 800

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within NINETY (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.  
**Demolition and construction to take place when the building is un-occupied**

**during academic winter break schedule, between the dates of 12/21/15 through 1/15/15.**

- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Thirty Nine Thousand Seven Hundred Dollars**

**( \$39,700.00 ),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**CONTRACTOR**

**DISTRICT**

\_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT

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

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

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

Title: VP, FINANCE & ADMINISTRATION

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



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

This Agreement, herein referred to as “Agreement,” is entered into by Solano 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, a report on aggregated results for all participating institutions and a consortium wide report of aggregated results.

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: Maire Morinec  
Job Title: Dean, School of Applied Technology and Business  
Institution: Solano Community College  
Phone: 707-864-7155  
Email: maire.morinec@solano.edu

**Alternate Contact Person (optional)**

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 people for implementation questions about the survey are:

KC Greaney, Ph.D.

Director of Institutional Research

SCJCD – Petaluma Campus

680 Sonoma Mountain Parkway

Petaluma, CA 94954

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

(707)778-4188

Lara Abel

Research Technician

SCJCD – Petaluma Campus

680 Sonoma Mountain Parkway

Petaluma, CA 94954

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

(707)778-4191

### 3. Responsibilities

#### The Institution's Responsibilities

- a. The Institution will designate a specific local contact person(s) for the project entered on page 1 of the Agreement. Official correspondence (excluding the secure transmission of data) from the SCJCD will be directed to the designated primary local project contact(s), who can then forward as appropriate. All data that contains student contact information will be directed only to the Primary Contact, via a password-protected link.
- b. 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.
- c. The Institution will indicate its willingness to allow its data to be shared for statewide research purposes in a manner that does not identify the Institution.
- d. The Institution will indicate its willingness to allow its data to be shared for regional research purposes with their consortium.
- e. The Institution will indicate its wishes to have its data published as publically available, not password-protected, interactive visualizations on the CTEOS website.
- f. 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
- g. The Institution will provide a small (<50MB) copy of its logo for the email survey. If one is not provided by January 15, 2016, the email survey will be sent without a logo.
- h. 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, 2016, 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.
- g. The SCJCD will create and publish interactive visualizations, 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 all student contact information will be destroyed once the reports are complete.

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

### 5. Timeline

This study will span the 2015-2016 academic year and will conclude by September 1, 2016.

- By September 1 2015: The Institution will receive an Agreement from the SCJCD
- By October 15 2015: The Institution will submit a signed Agreement to the SCJCD
- By December 15 2015: The SCJCD will send the unique student identifiers (COMIS data element SB00) for the survey cohort.
- By January 15 2016: 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 2016: Survey will be administered electronically
- By middle of April 2016: Survey will be administered by US mail
- By end of May 2015: Survey will be administered via telephone
- By middle of June 2016: The SCJCD will provide an individualized report and a data set of student responses to the Institution
- By end of July 2016: The SCJCD will provide statewide summary report to all participating institutions

## 6. Options

Does the Institution agree to allow its de-identified data set to be included in statewide aggregated results, in a manner that does not identify the Institution?

Yes  
 No

Does the Institution agree to allow the SCJCD to be included in the aggregate regional data set, shared with the primary contact person of their Consortium?

Yes  
 No

Does the Institution agree to allow the SCJCD to use the Institution's data to create and publish publically available interactive visualizations on the CTEOS website, allowing the Institution to analyze their data and compare it with other participating Institutions?

Yes  
 No

## 7. Term of This Agreement

This Agreement shall be in effect for districts in the academic year 2015-2016 and ending September 1, 2016. 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.

## 8. 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.

**9. 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

Senior 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: Stan R. Arterberry

Title: Superintendent/President

Address: 4000 Suisun Valley Road  
Fairfield, CA 94534

Phone: 707-864-7112

Email: stan.arterberry@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: Senior Vice President, Business Services

Date:

The Institution:

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

Print Name: Stan R. Arterberry

Title: Superintendent/President

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

Institution: Solano Community College

**Institution: Please return two copies of the signed MOU to:**

Lara Abel  
Sonoma County Junior College District  
Petaluma Campus  
680 Sonoma Mountain Parkway  
Petaluma, Ca 94954  
(707)778-4191

## APPENDIX A: Addendum to Include CTE Employment Outcomes Survey Data in the LaunchBoard

As a participant in the CTE Employment Outcomes Survey, please consider providing permission for the outcomes of this survey to be incorporated into the CTE Launchboard. Your institution already has a Memorandum of Understanding (data sharing agreement) with Cal-PASS Plus. This form would serve as an addendum to provide approval for CTE-EOS data to be included under your MOU.

Because the Launchboard is part of Cal-PASS Plus, survey data will be limited to employees of your college, regional or sector coordinators of Chancellor's Office CTE-related grants that your college has received, and entities specified in the MOU that you already have in place about data-sharing.

We also ask that this information be made available to WestEd for use in support of the LaunchBoard, and to inform research activities related to CTE pathways, educational transitions, and employment.

Please check all that apply:

- Our institution gives permission to Santa Rosa Junior College to provide data from **the CTE Employment Outcomes Survey**, from each year in which the survey has been administered, directly to Cal-PASS Plus/Educational Results Partnership and WestEd on our behalf for use on the CTE LaunchBoard.
  
- Our institution gives Cal-PASS Plus / Educational Results Partnership and WestEd permission to post **CTE Employment Outcomes Survey** data to the CTE LaunchBoard by college and by program and to include college and program level data in aggregated regional and state totals.
  
- Our institution gives Cal-PASS Plus / Educational Results Partnership and WestEd permission to use survey data in research that supports program improvement. This research will not disclose the identities of either students or colleges. All data requests from Cal-PASS Plus / Educational Results Partnership and WestEd that go beyond using the CTE Employment Outcomes Survey data for the Launchboard will be screened, and approved, by the CTE Outcomes Survey Advisory Board (comprised primarily of California Community College CTE administrators and institutional researchers).

Institution: Solano Community College

Signature: Maire Morinec Digitally signed by Maire Morinec  
DN: cn=Maire Morinec, o=Solano Community College, ou=School of Applied  
Technology and Business, email=maire.morinec@solano.edu, c=US  
Date: 2015.09.14 10:51:37 -07'00'

Print Name: Maire Morinec

Title: Dean, School of Applied Technology and Business Date: 09/14/2015

## APPENDIX B: COHORT DEFINITIONS

**For the 2015-16 survey, the cohort of students will include those who in the 2013-2014 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: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
UNIVERSITY RETIREMENT COMMUNITY, DAVIS,  
CALIFORNIA**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for a new clinical experience agreement between Solano Community College District and University Retirement Community, 1515 Shasta Drive, Davis, California. The approval of this contract benefits the nursing program at Solano Community College by providing Certified Nursing Assistant or Home Health Aide students with a skilled care facility in which to practice.

(Continued on Page 2)

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: \_\_\_\_\_

*Ed. Code: CCR1427                      Board Policy: 3520                      Estimated Fiscal Impact:                      NONE*

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

Glenn Burgess  
Interim Director of Nursing

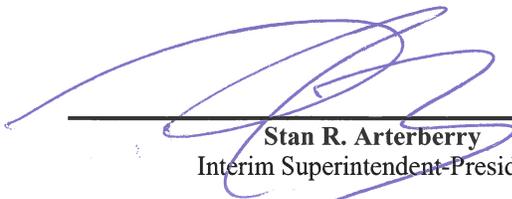
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7162

**TELEPHONE NUMBER**

  
Stan R. Arterberry  
Interim Superintendent-President

**VICE PRESIDENT APPROVAL**

September 29, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

September 29, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**CLINICAL EXPERIENCE AGREEMENT BETWEEN SOLANO  
COMMUNITYCOLLEGE DISTRICT AND UNIVERSITY RETIREMENT  
COMMUNITY, DAVIS, CALIFORNIA**

(Continued from Page 1)

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

A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of University Retirement Community, Davis, California.

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **University Retirement Community** (hereafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, CA 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 25, 2015.

### RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "HEALTH CENTER").
- B. *SCHOOL* owns and operates **Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) Program** which is accredited by the **California Department of Public Health Service**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **CNA or HHA** students ("SCHOOL").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. *SCHOOL* will provide fifteen (15) CNA students at a time, for a period of seven (7) weeks, up to two (2) days per week, and only between the hours of 6:00 am and 8:00 pm per day.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

## 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. The student to faculty ratio shall not exceed 15 to 1 per rotation. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* is responsible for all training and will provide immediate and direct supervision of all students in their assigned groups at the *HEALTH CENTER*. No *HEALTH CENTER* staff shall be used to proctor, shadow, or teach the students.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity, physical examination, TB skin test and criminal background screening consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
  - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.

- 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
  - 7) Attending an orientation of the *HEALTH CENTER* provided by its staff and instructors.
  - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

### **3. HEALTH CENTER'S RESPONSIBILITIES**

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.

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

#### **4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

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

## 5. STATUS OF SCHOOL AND HEALTH CENTER

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

## 6. INDEMNIFICATION

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

## 7. INSURANCE

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

other material change in the amount or scope of any coverage required hereunder.

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for one (1) year thereafter.
- B. Renewal. This Agreement may be renewed for subsequent one (1) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
  - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for

the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Maria Burton  
Healthcare Administrator  
University Retirement Community  
1515 Shasta Drive  
Davis, CA 95616  
(530) 747-7008

2. Notice to the *SCHOOL*

Glenn Burgess, RN, MS

Interim Director of Nursing  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-3197

Telephone: (707) 864-7162  
FAX: (707) 646-2062  
glenn.burgess@solano.edu

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

Both parties shall comply with Federal and California laws regarding the use and disclosure of individual identifiable health information, in particular with the provisions of Health Insurance Portability & Accountability Act of 1996—HIPPA.

Both parties should comply with Occupational Safety and Health Administration (OSHA) policies and standards.

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

**Name of Facility here**

**Solano Community College**

By: \_\_\_\_\_  
Administrator name here

By: \_\_\_\_\_  
Stan Arterberry

Title: Administrator  
Date: \_\_\_\_\_

Title: Interim Superintendent/President  
Date: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS  
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

During the Fall semester in the month of September 2015, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

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

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

Leslie Minor, Vice President Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

**TELEPHONE NUMBER**

Leslie Minor, PhD.

Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

October 8, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
Stan R. Arterberry  
Interim Superintendent-President

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall semester in the month of September 2015, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**COURSE MODIFICATIONS**

<b>Course</b>	<b>Modifications</b>	<b>Class Max</b>
(CP15-87) ANTH 002 Cultural Anthropology	Add DE, objectives, content	50
(CP15-78) ENGR 001 Introduction to Engineering	TOP Code, course advisory, objectives, assessments, assignments, content, textbooks (curriculum review)	32
(CP15-79) ENGR 030 Engineering Mechanics: Statics	TOP Code, objectives, assessments, assignments, content, textbooks (curriculum review)	32
(CP15-80) ENGR 045 Properties of Materials	TOP Code, prerequisite, objectives, assessments, assignments, content, textbooks (curriculum review)	30
(CP15-76) MATH 022 Analytic Geometry and Calculus III	Objectives, content	25
(CP15-77) MATH 305 Prepare for Math Success	Contact hours, catalog description	30
(CP15-81) PHYS 002 Physics for Science and Engineering	Assessments, textbooks (curriculum review)	32
(CP15-82) PHYS 004 General Physics (Non-calculus)	Catalog description, assessments, textbooks (curriculum review)	32
(CP15-83) PHYS 006 Physics for Science and Engineering	Prerequisite, catalog description, objectives, assessments, assignments, content, textbooks (curriculum review)	24
(CP15-84) PHYS 007 Physics for Science and Engineering	Catalog description, objectives, assessments, assignments, content, textbooks (curriculum review)	24
(CP15-85) PHYS 008 Physics for Science and Engineering	Assessments, textbooks (curriculum review)	24
(CP15-86) PHYS 010 Descriptive Physics	Assessments, textbooks (curriculum review)	32

**NEW COURSES**

<b>Course</b>	<b>Class Max</b>
(CP15-75) ENGL 348D Advanced English Skills Lab	30

## Consent Items

The following courses are currently listed as stand-alone courses with the Chancellor's Office and need to be re-classified as part of an Approved Degree and/or Certificate program. Resolution to make the courses "Part of an approved program" in the Chancellor's Inventory since all courses listed are part of SCC Degree and/or Certificate programs.

TV061	Adv Film Writing
COSM113	Adv Hairstyling
ENGL/ASL 046	American Sign Language 1
ENGL/ASL 047	American Sign Language 2
ENGL062	Analytical Reading
PHOT035	Art of Photography
COSM112	Basic Hairstyling
MUSC038	Beginning Guitar
COSM114	Brush-Up/Supplement
CHEM051	Chem for Hlth Sci
CIS173	Computer Forensics Investigations
CIS172	Computer Forensics: Evidence Recovery
CIS174	Computer Forensics: Operating Systems Internals
COSM115	Cosme Instr Trng I
PHOT052	Alternative Photography
PSYC040	Drugs and Behavior
MUSC027	Element Piano Pt I
MUSC028	Element Piano Pt II
COSM104A	Esthet Skin Care I
AERO150	FAA Special Projects-Airframe
CDFS040	Family Relationships
ECON010	Global Economics
SOC049	Honors
PSYC049	Honors
TV099	Honors
COSM116	Instr Training II
MUSC029	Interm Piano Pt I
ENGR001	Intro Engineering
ENGR017	Introduction To Electrical Engineering
JAPN101	Japan Conversation
JAPN102	Japan Conversation
HORT070	Land Const/Estimat
SOCS051	Mediation
ENGR045	Properties of Materials
CDFS039	Schl Yrs/Adolescent
COSM111	Spec Hair Process
COSM117	Special Manicurist
DRFT092	Special Problems
ENGL051	Technical Writing
KINE 020E	Baseball Thry&Pra II
KINE 020F	Football Thry&Pra I
KINE 020G	Football Thry&Pra II
KINE 020J	Softball Thry&Pra II
KINE 020M	Volleyball Thry/Prac I
KINE 020N	Volleyball Thry&Pra II
KINE 020P	Softball Thry&Pra I
KINE 020Q	Soccer Theory I

KINE 020R  
KINE 020Y  
KINE 020X  
COSM103B  
COSM104B  
COSM175  
GEOG010  
GEOLO10  
KINE004G  
THEA 008  
THEA050  
DRFT057  
DRFT065  
DRFT085  
DRFT130

Soccer Thry/Prac II  
Basketball Theory and Analyses II  
Basketball Theory and Analyses I  
COSM103B Cosmetology V  
Esthet Skin Care II  
Cosme Ed Practicum  
Introduction to Geographic Information Systems  
Introduction to Geographic Information Systems  
Dance Choreography  
Stage Make-Up  
Acting for the Camera  
Mechanical Drafting II  
Architectural Drafting II  
Civil Drafting II  
Advanced Printed Circuit Board Design

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

**TO: Members of the Governing Board**

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CHABOT-LOS POSITAS COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

This agreement is entered into by and between the Chabot-Los Positas Community College District (CLPCCD) on behalf of its California Early Childhood Mentor Program and the Solano Community College District (SCCD).

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional, and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

*Ed. Code:*                      *Board Policy:*                      *Estimated Fiscal Impact:*    **\$14,887**

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

Leslie Minor, Ph.D.  
Vice President

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7117

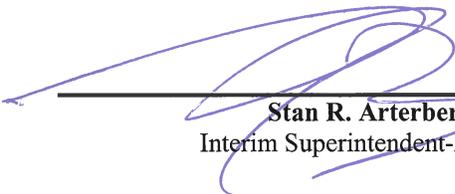
**TELEPHONE NUMBER**

Academic Affairs

**VICE PRESIDENT APPROVAL**

September 17, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**Stan R. Arterberry**  
Interim Superintendent-President

September 17, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE  
DISTRICT AND CHABOT-LOS POSITAS COMMUNITY COLLEGE  
DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The CLPCCD has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program.

The CLPCCD has received authorization from its Board of Trustees to enter into agreement with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Vice President of Academic Affairs.

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NUMBER 15/16-15 TO APPROVE  
EMERGENCY CLOSURE OF THE EARLY LEARNING  
CENTER DUE TO WATER MAIN BREAK ON  
SEPTEMBER 14-15, 2015**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Due to the water main break on September 14, the Early Learning Center had to close mid-day, and closed for the entire day of operation on September 15, 2015.

The California Department of Education Early Education Service Division requires an adopted resolution from the Board of Trustees in order for the program to seek reimbursement for child development services for the time the program closed.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals  
 Basic skills education  
 Workforce development and training  
 Transfer-level education  
 Other: \_\_\_\_\_

*Ed. Code: 8271                      Board Policy:                      Estimated Fiscal Impact: \$5,000.00*

**SUPERINTENDENT'S RECOMMENDATION:**

- APPROVAL             DISAPPROVAL  
 NOT REQUIRED         TABLE

Christie Speck

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

864-7183

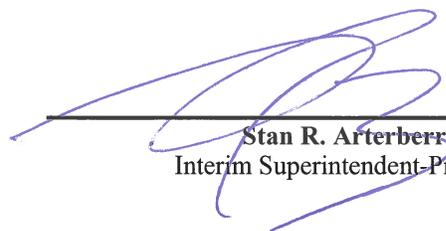
**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

October 8, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

  
Stan R. Arterberry  
Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO APPROVE EMERGENCY CLOSURE OF THE EARLY  
LEARNING CENTER DUE TO WATER MAIN BREAK ON  
SEPTEMBER 14-15, 2015**

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

*Whereas*, The Early Learning Center’s CCTR (general child care) & CSPP (preschool program) contracted services had to close mid-day on Monday, September 14, and for the entire day of operation on Tuesday, September 15, because the water was shut off to repair the broken plumbing.

*Resolved*, that the Governing Board of Solano Community College District authorizes the emergency closure of the Early Learning Center due to a water main break.

*Passed and Adopted*, This 21st day of October 2015, by the Governing Board of the Solano Community College District.

AYES:  
NOES  
ABSENT:

\_\_\_\_\_  
Stan R. Arterberry, President-Superintendent

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: DISTRICTWIDE TREE REMOVAL PLAN -  
HORTICULTURE

REQUESTED ACTION:

Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

The Districtwide Tree Removal Plan, previously approved by the Board of Trustees on August 18, 2015, BOT Item 14.(l) indicates several trees & shrubs be cleared and removed in the horticulture area on the Fairfield campus prior to any renovation in the area. A contract will be presented for tree removal and shrub clearing for approval at the November 18, 2015 Board of Trustees meeting. The trees to be removed have been clearly tagged at the horticulture site for anyone interested in viewing.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Preparation for renovation of existing instructional spaces.

*Ed. Code: Board Policy: Estimated Fiscal Impact: \$0 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Thomas Beckett  
Interim, Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

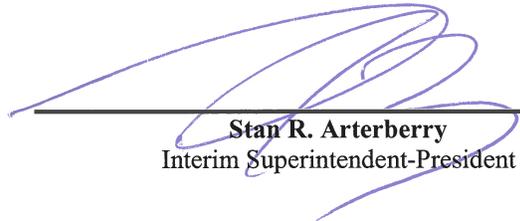
**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

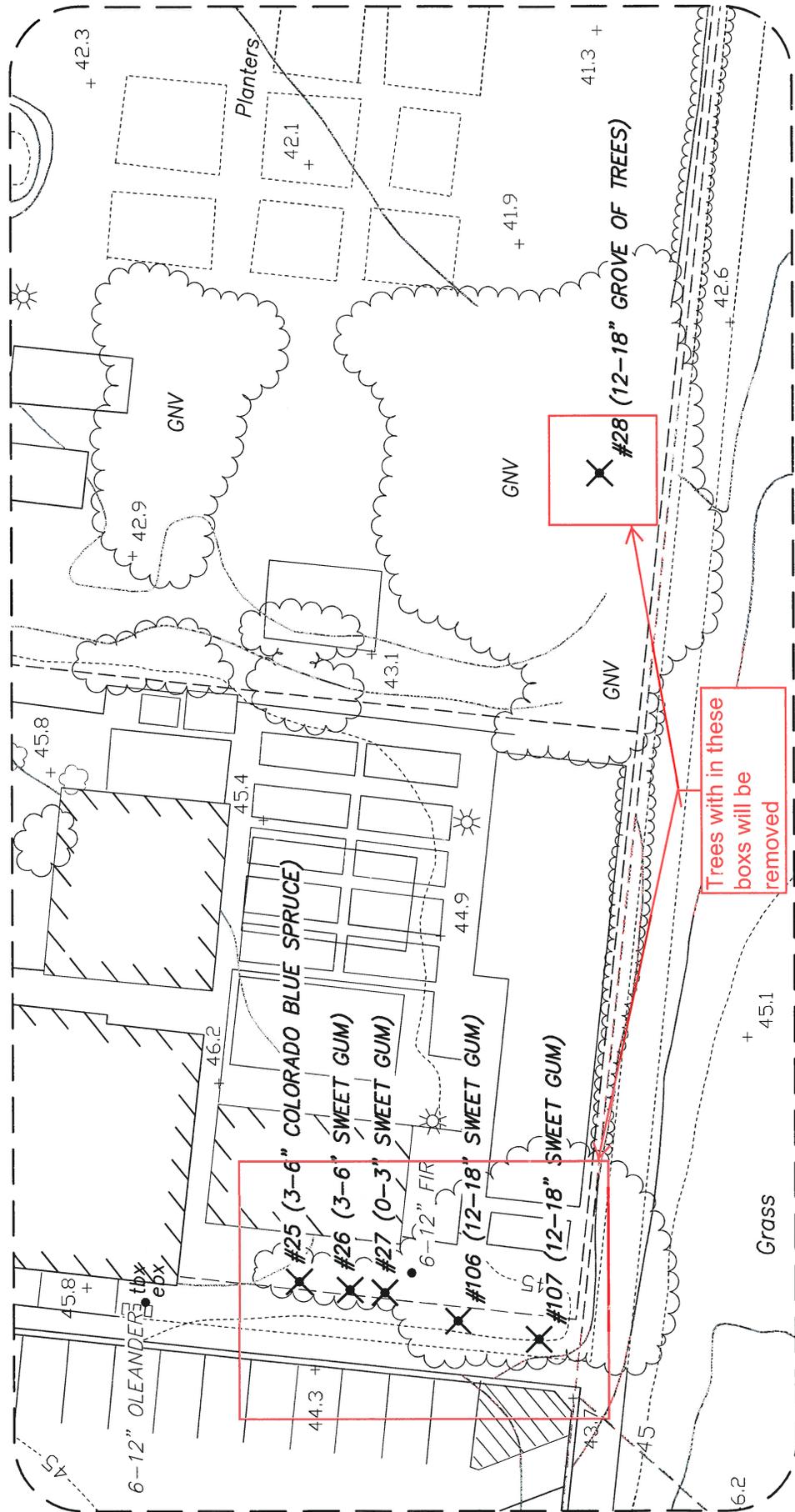
VP, Finance & Administration *YL*  
**VICE PRESIDENT APPROVAL**

October 9, 2015  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**Stan R. Arterberry**  
Interim Superintendent-President

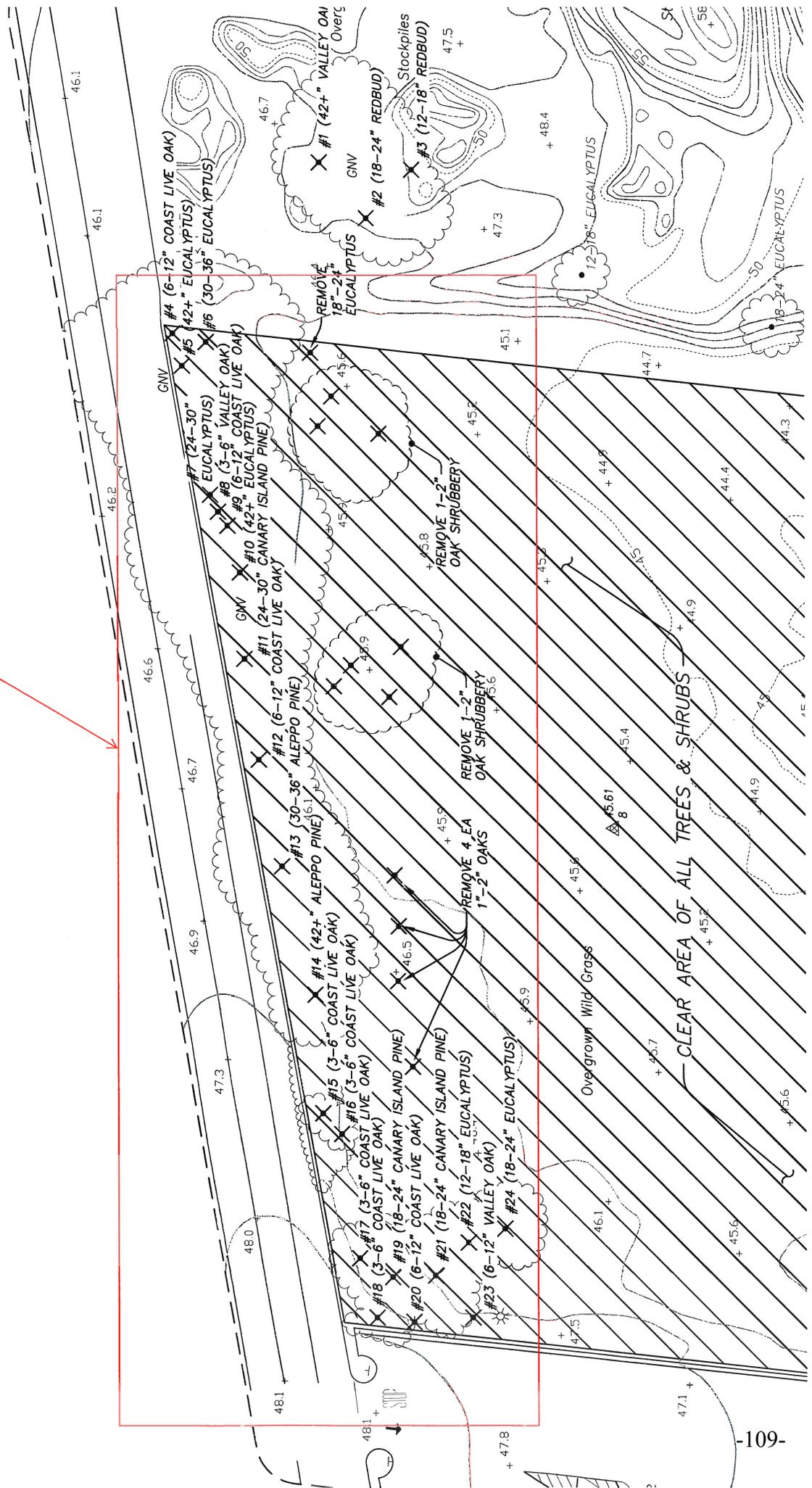
October 9, 2015  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**DETAIL 'M'**

SCALE: 1"=30'

Trees with in this box will be removed



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

**TO:** Members of the Governing Board

**SUBJECT:** ANNUAL FINANCIAL REPORT – CCFS-311 FOR  
 FISCAL YEAR 2014-15

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Yulian Ligioso, Vice President, Finance and Administration, will present the 2014-15 Annual Financial and Budget Report – CCFS-311. The report has been filed as required with the California Community Colleges Chancellor’s Office.

The report may be obtained at the Office of the Vice President of Finance and Administration, and it is also available online at: [http://www.solano.edu/finance\\_admin/fiscal\\_reports.php](http://www.solano.edu/finance_admin/fiscal_reports.php)

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: \_\_\_\_\_

<i>Ed. Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact: N/A</i>
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<b>SUPERINTENDENT’S RECOMMENDATION:</b>	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Yulian Ligioso  
 Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

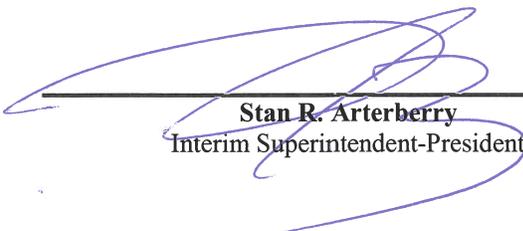
**TELEPHONE NUMBER**

Yulian Ligioso

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**



**Stan R. Arterberry**  
 Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: PROPOSED REVISION TO THE ADMINISTRATIVE  
LEADERSHIP GROUP SALARY SCHEDULE 2015-2016**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

This item is a proposed revision to the Administrative Leadership Group 2015-2016 Salary Schedule. This revision introduces a new salary step (Step 8) to the schedule.

**STUDENT SUCCESS IMPACT:**

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Human Resources

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

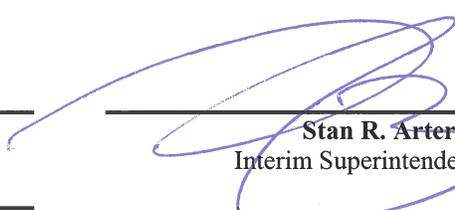
**TELEPHONE NUMBER**

Wade Larson, D.M., Associate Vice President

**VICE PRESIDENT APPROVAL**

October 9, 2015

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**Stan R. Arterberry**  
Interim Superintendent-President

October 9, 2015

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT

### Administrative Leadership/Supervisory/Confidential 2015-16 Schedule (0715A)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
54	142,814.00	146,213.99	149,762.92	153,162.91	156,562.91	159,962.91	163,362.89	166,835.14
53	118,216.74	122,765.22	127,496.86	132,420.99	137,538.68	142,861.36	148,397.38	154,147.93
52	108,015.74	112,564.22	117,925.86	122,219.99	127,337.68	132,660.36	138,196.38	143,963.42
51	104,805.48	108,999.11	113,357.17	117,891.07	122,608.13	127,511.46	132,611.45	137,915.42
50	99,875.09	103,868.94	108,023.04	112,345.69	116,837.98	121,512.37	126,372.00	131,425.98
49	95,844.84	99,678.42	103,666.02	107,811.78	112,125.09	116,611.13	121,275.12	126,125.65
48	89,102.77	92,666.83	96,373.47	100,228.91	104,237.30	108,407.01	112,743.21	117,252.85
47	85,676.06	89,102.77	92,666.83	96,373.47	100,228.91	104,237.30	108,407.01	112,743.52
46	82,380.46	85,676.06	89,102.77	92,666.83	96,373.47	100,228.91	104,237.30	108,405.99
45	79,211.83	82,380.46	85,676.06	89,102.77	92,666.83	96,373.47	100,228.91	104,238.59
44	76,164.93	79,211.83	82,380.46	85,676.06	89,102.77	92,666.83	96,373.47	100,228.37
43	74,701.84	77,688.38	80,796.67	84,028.78	87,389.93	90,885.32	94,520.15	98,300.35
42	71,826.66	74,701.84	77,688.38	80,796.67	84,028.78	87,389.93	90,885.32	94,520.52
41	69,064.89	71,826.66	74,701.84	77,688.38	80,796.67	84,028.78	87,389.93	90,885.53
40	66,409.28	69,064.89	71,826.66	74,701.84	77,688.38	80,796.67	84,028.78	87,390.18
39	63,855.62	66,409.28	69,064.89	71,826.66	74,701.84	77,688.38	80,796.67	84,029.32
38	61,398.77	63,855.62	66,409.28	69,064.89	71,826.66	74,701.84	77,688.38	80,794.32
37	59,053.25	61,398.77	63,855.62	66,409.28	69,064.89	71,826.66	74,701.84	77,692.11
36	56,804.49	59,053.25	61,398.77	63,855.62	66,409.28	69,064.89	71,826.66	74,698.87
35	54,642.12	56,804.49	59,053.25	61,398.77	63,855.62	66,409.28	69,064.89	71,826.69
34	52,565.08	54,642.12	56,804.49	59,053.25	61,398.77	63,855.62	66,409.28	69,065.06
33	50,566.07	52,565.08	54,642.12	56,804.49	59,053.25	61,398.77	63,855.62	66,410.78
32	48,645.12	50,566.07	52,565.08	54,642.12	56,804.49	59,053.25	61,398.77	63,837.45
31	46,795.97	48,645.12	50,566.07	52,565.08	54,642.12	56,804.49	59,053.25	61,391.03
30	45,018.62	46,795.97	48,645.12	50,566.07	52,565.08	54,642.12	56,804.49	59,052.43
29	43,312.03	45,018.62	46,795.97	48,645.12	50,566.07	52,565.08	54,642.12	56,801.23
28	41,669.95	43,312.03	45,018.62	46,795.97	48,645.12	50,566.07	52,565.00	54,642.95

Employees possessing an earned doctorate from an accredited institution will receive an additional \$2400 Annually

**Career Increments after:**

10 years	\$1,000
15 years	\$1,200
19 years	\$1,500
20 years	\$1,600
25 years	\$2,300
29 years	\$3,000

**Career Increments (Confidential Employees) after:**

6 years	2.50%
8 years	5.00%
11 years	7.50%
15 years	10.00%

Salary schedule is based on 223 workdays.

Effective 11/1/15

Board Approved 10/21/2015

**MANAGEMENT CLASSIFICATIONS  
2015-2016**

Range	Position #	Position Title
<b>Range 54</b>	<b>M00042</b>	Vice President , Finance & Administration (1)
	<b>M00065</b>	Executive Manager, Bonds (1)
<b>Range 53</b>	<b>M00041</b>	Vice-President, Academic Affairs (1)
	<b>M00043</b>	Vice President-Student Svcs
<b>Range 50</b>	<b>M00022</b>	Assoc. Vice-President, Human Resources (1)
	<b>M00067</b>	Small Business Sector Navigator (1)
<b>Range 49</b>	<b>M00006</b>	Dean, Vallejo Center
	<b>M00011</b>	Dean, Counseling & Special Services
	<b>M00016</b>	Dean, School of Mathematics & Science
	<b>M00020</b>	Director, Fiscal Services (1)
	<b>M00046</b>	Chief Technology Officer (1)
	<b>M00055</b>	Dean, School of Applied Technology & Business
	<b>M00058</b>	Dean, School of Liberal Arts
	<b>M00062</b>	Dean, School of Health Sciences
	<b>M00063</b>	Dean, School of Social & Behavioral Sciences
	<b>M00064</b>	Dean, Research, Planning & Institutional Effectiveness
<b>Range 48</b>	<b>M00012</b>	Assoc. Dean, Student, Financial Aid, EOPS,Veterans
	<b>M00026</b>	Director, Technology Services & Support (1)
	<b>M00068</b>	Deputy Sector Navigator (1)
	<b>M00078</b>	Assoc Dean, WDCE/SBDC
<b>Range 46</b>	<b>M00019</b>	Director, Facilities (1)
	<b>M00053</b>	Director, Enrollment Svcs(1)
	<b>M00085</b>	Director, Records and Registration (1)
<b>Range 43</b>	<b>M00025</b>	Director, Student Life (1) (Ed Admin)
	<b>M00036</b>	Director, MESA & High Sch Prog (1)
	<b>M00045</b>	Director, Children's Programs (1)
	<b>M00074</b>	Chief of Staff (1)
	<b>M00080</b>	Director, Athletic
	<b>M00084</b>	Director, Fire Academy
	<b>M00087</b>	Director, Workforce Training & Grants Mgmt (1)
<b>Range 42</b>	<b>M00001</b>	Assistant Director, Facilities (1)
	<b>M00051</b>	Accounting Manager, Fiscal Services (1)
	<b>M00052</b>	Human Resources Manager (1)
	<b>M00072</b>	Accounting Manager, Bond (1)
<b>Range 35</b>	<b>M00028</b>	Business Oper Coordinator, Fin & Admin (1)
	<b>M00031</b>	Executive Coordinator, Superintendent (1)
	<b>M00054</b>	Grants & Resource Development Mgr (0)
	<b>M00073</b>	Business Oper Coordinator, Bond (1)
	<b>M00076</b>	Executive Coordinator, Academic Affairs (1)
	<b>M00088</b>	Executive Coordinator, Student Services
<b>Range 34</b>	<b>M00004</b>	Supervisor, Bookstore (1)
<b>Range 33</b>	<b>M00033</b>	Human Resources Generalist (1)
	<b>M00034</b>	Human Resources Generalist (1)
	<b>M00059</b>	Supervisor, Custodial (1)
	<b>M00069</b>	Human Resources Recruiter (1)
	<b>M00079</b>	Human Resources Generalist (1)
<b>Range 32</b>	<b>M00029</b>	Executive Asst, Human Resources (1)

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**UNADOPTED MINUTES**  
Wednesday, October 7, 2015

**1. CALL TO ORDER**

A Regular Meeting of the Solano Community College District Governing Board was called to order at 6:30 p.m., on Wednesday, October 7, 2015, in the Denis Honeychurch Board Room, Room 626, 4000 Suisun Valley Road, Fairfield, California 94534, by Board President Young.

**2. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**

At the request of President Young, Mel Orpilla led those present in the pledge of allegiance to the United States of America.

**3. ROLL CALL**

A. Marie Young, President  
Michael Martin, Vice President  
Monica Brown  
Sarah E. Chapman, Ph.D.  
Denis Honeychurch, J.D.  
Pam Keith  
Rosemary Thurston  
Stan R. Arterberry, Secretary – absent. Vice President Ligioso served in the role of Board Secretary in Superintendent-President Arterberry's absence.

Others Present

Thomas Beckett, Interim Executive Bonds Manager  
Greg Brown, Vice President, Student Services  
Yashica Crawford, Chief of Staff  
Wade Larson, D.M., Associate Vice President, Human Resources  
Leslie Minor, Ph.D., Vice President, Academic Affairs

President Young asked those gathered to join in a moment of silence for the victims at Umpqua Community College. The meeting was dedicated to the memory of those who lost their lives during the October 1, 2013 tragedy.

**4. APPROVAL OF AGENDA**

The following corrections were made to the agenda:

Please remove Item 12, Closed Session from the agenda.

Staff will address any grammatical errors that were presented in the June 7<sup>th</sup> and September 9<sup>th</sup> minutes.

Moved by Trustee Keith and seconded by Trustee Brown to approve the agenda as amended. Motion passed unanimously.

## **5. COMMENTS FROM MEMBERS OF THE PUBLIC**

President Young recognized Chris Recouvreur, a Senator with Region II of the Student Senate of California Community Colleges (SSCCC). He cited that Region II currently lacks representation at the state level due to an employee's violation of board policy and requested that Casey Bess be allowed to assume this position as he meets eligibility requirements.

## **6. CONSENT AGENDA – ACTION ITEMS**

### Superintendent-President

- (a) Minutes for the Regular Meetings held on June 17, September 2, and September 16, 2015

### Human Resources

- (b) Employment – 2015-2016, Page 1

Moved by Trustee Thurston and seconded by Trustee Keith to approve the Consent Agenda as presented. The motion passed unanimously.

## **7. ITEMS REMOVED FROM CONSENT AGENDA**

There were no items removed from the Consent Agenda.

## **8. NON-CONSENT AGENDA ITEMS – ACTION ITEMS**

### Superintendent-President

- (a) Resolution 15/16-13 Honoring October as Filipino American History Month and October 25<sup>th</sup> as Larry Itliong Day, Page 2

Mel Orpilla, President of the Filipino American National Historical Society, was invited to speak before the Board to provide a historical perspective on the importance of Filipino American History Month and Larry Itliong's contributions. Heidi Noriesta, President of the

Asian Pacific Islander (API) Club, thanked the Board for their support of the club's efforts in raising awareness and donations. President Young recited the resolution to those present and requested Dr. Shirley Lewis to join them for the presentation.

Moved by Trustee Thurston and seconded by Trustee Martin to approve the Resolution 15/16-13 Honoring October as Filipino American History Month and October 25<sup>th</sup> as Larry Itliong Day, as presented. The motion passed unanimously with the following roll call vote:

AYES: Trustee Keith, Trustee Young, Trustee Brown, Trustee Honeychurch, Trustee Chapman, Trustee Thurston, Trustee Martin  
NAYS:  
ABSTAIN:

Finance and Administration

(b) Contract Award to Clark and Sullivan Construction Inc., for the Design and Construction of the Automotive Technology Building Project, Page 3

Thomas Beckett, Interim Executive Bonds Manager, provided an overview of the item. The College previously selected Clark and Sullivan as the design build entity and negotiations have been completed.

Moved by Trustee Chapman and seconded by Trustee Thurston to approve the Contract Award to Clark and Sullivan Construction Inc., for the Design and Construction of the Automotive Technology Building Project.

Trustee Brown asked for clarity regarding whether the amount stated was inclusive and if the PLA will begin with this program. Mr. Beckett stated that an allowance was provided that would be adjusted based on the work that needs to be completed, but the maximum amount is \$19 million. He further stated that there is a threshold for the PLA agreement of \$4.5 million and all that exceed it is subject to it. They have a meeting with the trades and the contractors make the arrangements.

The motion passed unanimously.

(c) PUBLIC HEARING and ACTION ITEM: Conduct Public Hearing on Resolution 15/16-12, 2015 – 2016 Final Budget

Presenter: Vice President Yulian Ligioso.

The final budget for the District is available for inspection at the District Superintendent-President Office as well as being posted on the District's website. Recommendation: The Superintendent-President recommends approval following public hearing.

Moved by Trustee Keith and seconded by Trustee Brown to begin the public hearing. Motion passed unanimously and the meeting was recessed for a public hearing at 6:53 pm. Hearing no

public comment, the public hearing was adjourned and the board meeting was reconvened at 6:54 pm.

Moved by Trustee Brown and seconded by Trustee Keith to approve Resolution 15/16-12, 2015 – 2016 Final Budget. The motion passed unanimously.

**9. BOARD STUDY SESSION (NO ACTION REQUIRED):**

- (a) NovusAGENDA Board Agenda System  
*Facilitated by Dr. Yashica Crawford, Chief of Staff*

Dr. Crawford presented an overview of the Novus AGENDA board agenda system, which uses cloud technology to provide staff an efficient way to assemble board agendas which will save the district time, resources, and errors. Trustee Martin cited that that this will increase public access to information and increase efficiency. Trustee Thurston asked for clarity on the equipment needs, and Dr. Crawford clarified that the system uses cloud technology and no additional equipment was required. Trustee Chapman cited the benefits of the system for all campus meetings and for accreditation purposes. Trustee Martin requested additional information on the costs associated with staff time in using the current system.

*A copy of the presentation is available in the Superintendent-President's Office.*

- (b) Measure Q Update (Automotive Technology Building, Science and Biotechnology Building, Bond Outreach Program)  
*Facilitated by Tom Beckett, Interim Executive Bonds Manager*

Mr. Beckett introduced Pam Kinzie as Program Manager for Kitchell as Ines Zildzic is no longer with the company.

Measure Q Updates: Bob Collins, project executive for Swinerton and Eric Berger of Kitchell provided an overview of the improvements of the design-build process, which included criteria and construction documents.

Automotive Technology Building: Chris Vicencio, Project Architect for JK Architecture and Sean Burnie, Project Executive with Clark & Sullivan Construction provided an overview of the site plans and enhancements, including parking expansions, additional entrance and a quad that will be adjacent to classroom buildings.

Trustee Keith asked about including future technology functions in the new space for electric, hybrid and driverless cars. Mr. Vicencio commented that there will be electric and hybrid technology built into the bays and flexible bays will allow for greater ability to expand in the future.

Science and Biotechnology Building: Kyle Glankler, Project Manager for Rudolph & Sletten,

and Irene Morris, Project Architect for The Smith Group provided an overview of the plans for transitional spaces, labs, classroom and equipment spaces.

Small Local Diverse Business (SLDB) Program: Sheldon Jefferson of L. Luster and Associates, provided an overview of the outreach program that was approved by the Board of Trustees in April 2015. The purpose of the program is to actively seek local small, minority-owned, woman-owned and/or veteran owned contractors and suppliers for participation on the District's Measure Q Bond Program. Some efforts have included outreach events, creation of a brochure, creation of a tracking matrix and toolkits.

*A copy of these presentations are available in the Superintendent-President's Office.*

(c) Student Achievement and Success

*Facilitated by Dr. Leslie Minor, Vice President of Academic Affairs and Gregory Brown, Vice President of Student Services*

Vice President Brown reviewed highlights from discussion held at the Governance Institute of Student Success (GISS) Conference that several Trustees and administrators attended. He further provided an overview of the role that the Board can play in supporting student success. During his review, Vice President Brown discussed the mission of effective core services and success factors that lead to student success. Success factors are used to identify and measure areas in which various population groups may be impacted. He provided a list of recommendations based on board action planning that took place at the GISS Conference, which included:

- Schedule Board of Trustees Study Session on Student Services.
- Define Student Success to ensure a common understanding for the Board of Trustees.
- Review Board policy and possibly develop a Board policy on student success.
- Review the College's mission statement.

Vice President Minor provided instructions on how to review student data sets and how to filter information that is available on the Solano website. Interactive data sets are available on the Research and Planning page of the Solano website by visiting the following webpage: [http://www.solano.edu/research\\_planning/interactive\\_data.php](http://www.solano.edu/research_planning/interactive_data.php).

Trustee Brown questioned whether we are able to track data per high school and per course. She also questioned if we are able to review this data for certificate and transfer students. Vice President Minor stated that the data is available, and is currently being reviewed in Banner due to previous challenges with accessing this information. She cited that nationally, there is a movement to not offer the lowest levels of remediation due to research findings that support that students who are placed there and those placed in lower levels achieve similar results. Through placement in classroom and lab environments, such as in English 370, students receive greater support. She cited that we also have information available about persistence and how students

fair if they take a course more than once. This information is also available for certificate and transfer students.

*A copy of the presentation is available in the Superintendent-President's Office.*

## **10. ANNOUNCEMENTS**

President Young led those present in singing “Happy Belated Birthday” to Trustee Martin.

Vice President Ligioso, on behalf of the Board of Trustees, invited those present to the groundbreaking ceremony of Building 1200, the Performing Arts Renovation Project on October 21<sup>st</sup> at 5 pm. He further announced that Solano will join the Community College League of California, the Association of Community College Trustees and the American Association of Community Colleges in calling for a national moment of silence in memory of the victims of last week's tragedy at Umpqua Community College. He asked that members of Solano Community College observe a moment of silence on Thursday, October 8<sup>th</sup> at 11 am.

## **11. ITEMS FROM THE BOARD**

President Young announced the appointment of Trustee Brown to be the Solano Community College District's voting delegate at the Annual ACCT Leadership Congress, being held October 14-17, 2015 in San Diego.

President Young attended the Governance Institute for Student Success (GISS) with Trustee Thurston, Trustee Chapman, Superintendent-President Arterberry, Vice President Minor and Vice President Brown. The conference concluded with the representatives of each community college developing a commitment to action for their college. President Young announced the appointment of Trustee Chapman to chair a Board Ad-Hoc Committee, named the *Commitment to Action for Student Success* committee, to refine the document that was developed at the GISS Conference. She further appointment Trustee Thurston and herself to the committee. The plan will be fine-tuned and a report will be made before the Board.

Trustee Chapman asked that Superintendent-President Arterberry add *student success* to each future study session.

President Young has attended and/or participated in the following:

Sept. 18: United College Action Network (U-CAN) – Historically Black College Recruitment Fair at Jesse Bethel High School, Vallejo. I assisted with passing out breakfast snacks to the participants.

Sept. 19: Community Health Fair at FMBC in Vallejo

Sept. 22: Congressman John Garamendi (D-Fairfield, CA) and his Women's Initiative Network (WIN) Second Annual Women of the Year Awards Ceremony for 35 honorees of the 3<sup>rd</sup> District whose names will be listed in the Congressional Record for the 114<sup>th</sup> Congress of the United States of America. Ms. Deidre Robinson for whom I wrote a letter of support for her nomination and have known for over 40 years was one of the honorees. The ceremony was held at Woodland Community College Center.

Sept. 24 & 25: Governance Institute for Student Success in El Cajon, CA. The goals of this meeting were: 1) To increase awareness of the board's role in advancing a student success agenda; 2) To engage trustee teams in the use of data to achieve a better understanding of student needs; 3) To promote greater understanding of institutional & statewide data and goals for student success & equity; and 4) To identify the gaps in the data and what they mean for student success.

Sept. 28: Vallejo Interagency meeting that was held in the conference room of the City Manager of Vallejo.

Sept. 30: Mathematics tutor in an afterschool program at Hogan Middle School in Vallejo.

Oct. 3: 19<sup>th</sup> Annual Athletic Hall of Fame Ceremony at Hiddenbrooke Golf Club in Vallejo.

Oct. 7: Math tutor in an afterschool program at Hogan Middle School.

Oct. 7: Measure Q Steering Committee meeting.

## **12. CLOSED SESSION**

This item was removed from the agenda.

## **13. ADJOURNMENT**

Moved by Trustee Honeychurch and seconded by Trustee Chapman to adjourn the meeting. There being no further business to come before the board, the meeting was adjourned at 8:33 pm