<b>AGENDA ITEM</b>	11.(b)
<b>MEETING DATE</b>	July 15, 2015

9	O I ERCITIO DOM	RD AGENDATIEM	
TO:	Members of the G	Governing Board	
SUBJECT:	AGREEMENT BETWEEN THE ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES AND SOLANO COMMUNITY COLLEGE DISTRICT		
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
services and to assist the Boa	ard of Trustees of So at. The Board approv	es (ACCT) seeks to provide coolano Community College Distracted a partnership with ACCT for	ict in its search for a
Approval of this agreement is	s requested at this tim	ne.	
SUPERINTENDENT'S RECO	MMENDATION:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL
Stan R. Arterbe			
Interim Superintenden	t-President		
PRESENTER'S I	NAME		>
4000 Suisun Valle	v Road		<i></i>
Fairfield, CA 94			
ADDRESS		Stan R. Arte	erberry
		Interim Superinten	dent-President
707-864-711			
TELEPHONE NU	MBER		
Administrato:	in	July 6, 2015	
ORGANIZATI		DATE APPRO	OVED BY
		SUPERINTENDEN'	

July 6, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

-1-



# AGREEMENT between the Association of Community College Trustees and Solano Community College District

For the sum of \$35,000, plus consultant(s) travel expenses and shipping costs, the Association of Community College Trustees (ACCT) agrees to provide comprehensive search services and to assist the board of trustees of Solano Community College District, CA in its search for a new Superintendent/President.

The process will begin July 8, 2015.

Services to be provided by ACCT staff/consultant(s) include: technical assistance, the processing of all the applications (optional), reference reports and preparation of material. The college has the option of having the facilitation of meetings and interviews thru interactive video conference sessions. If the College requests on-site visits (up to three visits) by the consultant to facilitate the meetings, the College agrees to pay for the consultant's travel expenses. College has the option of requesting a web-based secure portal for the review of application package available for \$500 per search (optional). Preliminary Reference Reports of more than six semi-final candidates will be billed at a rate of \$400/candidate, plus telephone, and overnight mail. In-depth Summary Reference Reports of more than three final candidates will be billed at a rate of \$1,200/candidate, plus telephone, overnight mail and fax charges. The Board has the option to request additional services including on-site visits by the consultant at \$2,000 per visit, plus travel expenses, Board retreat/training facilitation at \$3,000 per retreat or additional technical assistance at \$1,500 per day.

All individuals involved in the process of selecting the Superintendent/President of Solano Community College District are expected to honor the Confidentiality Policies (attached as page 2 of this contract) and to respect the confidentiality of the candidates' personal and professional goals and current positions.

Either party may cancel this agreement with a thirty- (30) days notice to the other party. If instituted, the college would reimburse only those charges incurred by ACCT on behalf of Solano Community College District up to that point in time.

INDEMNITY AND HOLD HARMLESS, THIRD PARTY LITIGATION. Notwithstanding anything herein to the contrary, each party shall defend, indemnify, and hold the other party, its directors, officers, agents, representatives, employees and assigns (herein referred to cumulatively as "Indemnitees"), harmless from and against claims for bodily injury or death to any person and damage to property of Indemnitees or others and all reasonable costs and expenses (including without limitation court costs, reasonable attorney's fees, accountant's fees and expert fees) to the extent the same Is caused by the intentional or negligent action or negligent inaction of such party, its directors, officers, agents, representatives, employees and assigns. The foregoing indemnity shall not be construed to indemnify any Indemnitee to the extent that any claim or expense is caused by the Indemnitee's negligent action or negligent inaction.

MANDATORY ARBITRATION. All disputes concerning the terms of this Agreement or claims by either party pursuant to this Agreement, including but not limited to termination of this Agreement, are subject to and shall be submitted to mandatory arbitration under the auspices of the American Arbitration Association. The Commercial Rules as they exist at the time of the dispute or claim shall apply. Venue for the Arbitration shall be the District of Columbia. Each party shall be individually responsible for the cost of its own attorney fees and its pro rata share of the costs of Arbitration including Arbitration fees.

Fee is to be paid in two increments, as follows: \$17,500 to be billed on August 1, 2015 and \$17,500 to be billed on September 1, 2015. Travel expenses, incurred by the staff/consultant(s) will be billed as they occur. Any remaining balance (i.e., additional site visits) is to be paid upon completion of all services as per above agreement.

	Narcisa A. Polonio, Ed.D.  Executive Vice President of Research, Education Leadership Services
Date	Date

# AGREEMENT between Solano Community College District and the Association of Community College Trustees

#### CONFIDENTIALITY POLICIES

All individuals involved in the process of selecting the Superintendent/President of Solano Community College District are expected to honor the following policies and to respect the confidentiality of candidates' personal and professional goals and current position.

- 1. The College is committed to conducting an open and equitable search process that conforms to the college's Affirmative Action and EEO regulations, and to meet the spirit of AA/EEO, as well as the legal requirements of the state.
- 2. The official spokesperson for the search is the Chair of the Board or the Chair of the Search Committee. Other individuals should <u>not</u> discuss the search with members of the press or College constituency groups. Regular progress reports will be sent to all interested groups and the media.
- 3. All candidate files are considered confidential and must be maintained and reviewed in a manner that insures that candidates' identities are not divulged.
- 4. Information on whether or not an individual is a candidate and candidates' status at each stage of the search is considered confidential.
- 5. All information contained in semi-final and final candidates' background and reference reports is considered confidential.
- 6. The identity of candidates is not to be divulged to the press, to members of the College constituency groups, and to the community, unless and until the candidates are invited to come to the College for open interviews as final candidates.

TO:

MEMBERS OF THE GOVERNING BOARD

**SUBJECT:** 

**CONSENT CALENDAR – HUMAN RESOURCES** 

**REQUESTED ACTION:** A

**APPROVAL** 

### **EMPLOYMENT 2015-2016**

## Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Andrew Ashburn	Grounds Maintenance Technician E00028 (Range 10/Step 2)	08/01/15
Cecil Long	Custodian E00019 (Range 8/Step 1)	08/01/15
Ricky Marshall	Automotive Technology Instructor-Tenure Track FT0189	TBD

#### Change in Assignment

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>
Judith Burtenshaw	From Administrative Assistant III to Administrative Assistant IV (Range	07/01/14
	14/Step 6)	
Shirley Lewis	From Chief Student Services Officer to Dean, Vallejo Center	08/01/15
Janet Schwartz	From Administrative Assistant III to Administrative Assistant IV (Range	07/16/15
	14/Step 2)	
Andrea Uhl	From Student Services Generalist to Police Services Technician (Range	07/16/15
	13/Sten 6)	

#### Short-term/Temporary/Substitute

<u>Name</u>	<b>Assignment</b>	Fund/Grant Name	<b>Effective</b>	<u>Amount</u>
Natalie Allas	Theatre Technician	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
James Anderson	Counseling	EOPS – Part B	08/03/15-06/30/16	\$66.67 hr.
Anavictoria Baxter	Office Assistant	<b>EOPS Program</b>	07/01/15-12/20/15	\$10.60 hr.

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

STAN R. ARTERBERRY
Interim Superintendent-President

July 15, 2015

**Date Submitted** 

July 15, 2015 **Date Approved** 

# SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR Governing Board Meeting July 15, 2015 Page 2

# <u>Short-term/Temporary/Substitute - continued:</u>

Nama	Assignment	Fund/Grant Name	Effective	Amount
Name Vietorio Brant	Instructional Assistant	Basic Skills	06/16/15-06/30/15	\$15.88 hr.
Victoria Bryant		Basic Skills	07/01/15-08/10/15	\$15.88 hr.
Victoria Bryant	Instructional Assistant		08/01/15-12/20/15	\$15.88 lll. \$15.21 hr.
Monica Bustos	Athletic Academic	Equity Fund	08/01/13-12/20/13	\$13.21 III.
<b>D</b> 1 . C	Instructional Lab Asst.	C - 61 - 11 To4	00/01/15 10/01/15	¢16661
Robert Cameron	Assistant Softball Coach	Softball Trust	08/01/15-12/31/15	\$16.66 hr.
Vathanina Cantronialet	Student Services	Student Success and	07/01/15-10/30/15	\$18.10 hr.
Katherine Cartwright	Generalist	Support Program	07/01/15-10/50/15	<b>\$16.10 Ш.</b>
I de Conimitato		11 0	06/04/15-07/15/15	\$66.67 hr.
Lynda Creighton	Nursing Instructor Contract Ed.	Workforce Development & Continuing Education	00/04/13-07/13/13	\$00.07 III.
D1 C E1			00/01/15 10/21/15	\$16.66 hr.
Penelope Crouse-Feehan	Assistant Softball	Softball Trust	08/01/15-12/31/15	\$10.00 ш.
I D. KI	Coach	TAACCCT Coost	07/01/15 06/20/16	¢66 67 h
James DeKloe	Website & Stackable	TAACCCT Grant	07/01/15-06/30/16	\$66.67 hr.
S. D.	Certificate Dev.	D 11 C 1 1	06/01/15 06/20/16	Φ <b>50 (0 1</b>
Steven Dominguez	Water/Wastewater	Perkins-Curriculum	06/01/15-06/30/16	\$58.60 hr.
	Program Review	G 01 11 70	00/01/15 10/01/15	<b>#1</b> / / / 1
Ashley Eliasson	Assistant Softball	Softball Trust	08/01/15-12/31/15	\$16.66 hr.
	Coach	*** 10 - 5 1	0.010.111.5.0011.11.5	<b>#50.50.1</b>
Vitalis Enemmuo	Nursing Instructor	Workforce Development	06/04/15-08/11/15	\$58.59 hr.
	Contract Ed.	& Continuing Education		****
Marianne Flatland	Counseling	EOPS – Part B	08/03/15-06/30/16	\$66.67 hr.
Elizabeth Freed	Nursing Instructor	Workforce Development	06/04/15-08/11/15	\$54.56 hr.
	Contract Ed.	& Continuing Education		
John Frisch	Hourly Assistant	SHPD/Athletics Hourly	08/01/15-06/30/16	\$18.50 hr.
	Athletic Trainer	Trainer Funds		
Bess Hannigan	Nursing Instructor	Workforce Development	06/04/15-08/11/15	\$50.53 hr.
	Contract Ed.	& Continuing Education		
Maria Delgado	Registration Aide	General Fund	07/01/15-06/30/16	\$11.00 hr.
Monica Delgado	Registration Aide	General Fund	07/01/15-06/30/16	\$11.00 hr.
Adam Gistarb	Theatre Event Tech	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Debbie Graham	Registration Aide	General Fund	07/01/15-06/30/16	\$11.00 hr.
Jennifer Guggemos	Theatre Event Tech	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Kimberley Guggemos	Theatre Event Tech	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Carly Harmon	Curriculum	General Fund	05/20/15-06/30/15	\$58.59 hr.
	Development			
Jon Harris	Athletic Academic	Equity Fund	08/01/15-12/20/15	\$15.21 hr.
	Instructional Lab Asst.			
Ken Hein	Theatre Event Tech	SCC Theatre	07/01/15-06/30/15	\$13.00 hr.
Priscilla Hernandez-Neil	Counseling	Student Success and	07/01/15-06/30/16	\$58.60 hr.
	Matriculation	Support Program		
Priscilla Hernandez-Neil	CalWORKs	TANF	07/01/15-06/30/16	\$58.60 hr.
Tracy A. Johnson	Nursing Instructor	Workforce Development	06/04/15-08/11/15	\$58.60 hr.
•	Contract Ed.	& Continuing Education		
Roger Keener	Water/Wastewater	Perkins-Curriculum	06/01/15-06/30/16	\$58.60 hr.
-	Program Review			
	_			4

# SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR Governing Board Meeting July 15, 2015 Page 3

Short-term/Temporar	y/Substitute	<u>- continued:</u>

Tonya Kent	Registration Aide	General Fund	07/01/15-06/30/16	\$11.00 hr.
Mahmood Khosravi	Nursing Instructor	Workforce Development	06/04/15-07/15/15	\$50.53 hr.
Maiiiiiood Kiiostavi	Contract Ed.	& Continuing Education	00/04/15-07/15/15	ψ50.55 П.
Danis an Vasta	Office Assistant	General Fund	07/01/15-12/31/15	\$10.60 hr.
Dagmar Kuta	Production Assistant	SCC Theatre	07/01/15-12/31/15	\$10.60 hr.
Dagmar Kuta				\$10.60 hr.
Daphne Kuta	Production Assistant	SCC Theatre	05/27/15-06/30/15	\$10.00 nr.
Carmela Logarta	Student Services	Student Success and	07/01/15-06/30/16	\$18.10 hr.
8	Generalist	Support Program		
Darsen Long	Decommission	General Fund	05/16/15-06/30/15	\$50.53 hr.
	Theatre			
Darsen Long	CTE Certificate	Perkins	01/12/15-06/30/15	\$50.53 hr.
	Development			
Micaela Medina	Geriatric Content	Perkins-Curriculum	07/01/15-06/30/16	\$52.56 hr.
TVIIOUOIU TVIOUIIU	Instructor	Dev/Instr		
Ricardo Mejia	Substitute Student	BFAP	06/01/15-06/30/15	\$16.56 hr.
Ideardo Mejia	Services Asst. II		00,02,20 00,00,20	<b>423</b> 10 0 1
Andrew Morgan	Substitute Student	BFAP	06/08/15-06/30/15	\$16.56 hr.
Andrew Worgan	Services Asst. II	Dizi	00/00/15 00/50/15	ψ10.50 III.
Thomas Nabarrete	Event Theatre Tech	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Kelly Napolitano	Production Assistant	SCC Theatre	07/01/15-06/30/16	\$10.60 hr.
William Nessler	Custodian	General Fund	07/01/15 06/30/16	\$13.62 hr.
	Custodian	General Fund	07/01/15-06/30/16	\$13.62 hr.
Hoi Nguyen	Athletic Academic		08/01/15-12/20/15	\$15.02 hr.
Susan Nygard	Instructional Lab Asst.	Equity Fund	00/01/13-12/20/13	\$15.21 III.
Maria O		EOPS – Part B	08/04/15-06/30/16	\$60.62 hr.
Narisa Orosco	Counseling	EOFS-Fait B	00/04/13-00/30/10	φου.υz III.
Woolworth	Candinatan Anadamia	General Fund	05/22/15-06/30/15	\$62.64 hr.
Terri Pearson-Bloom	Coordinator Academic Success Center	General Fund	03/22/13-00/30/13	<b>302.04 Ш.</b>
Carolyn Pleasant	Registration Aide	General Fund	07/01/15-06/30/16	\$11.00 hr.
Gregg Poff	CTE Certificate	Perkins	01/12/15-06/30/15	\$58.60 hr.
0.088 - 0.1	Development			
Jessica Rama	Office Assistant	EOPS Program	07/01/15-06/30/16	\$10.60 hr.
Andrew Revendro	Theatre Technician	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Stephanie Rice	CP Assistant	CCTR	07/01/15-07/31/15	\$14.58 hr.
Ruth Rich	Registration Aide	General Fund	07/01/15-06/30/16	\$11.00 hr.
Daniel Romero	Hourly Assistant	SHPD/Athletics Hourly	08/01/15-06/30/16	\$18.50 hr.
	Athletic Trainer	Trainer Funds		
Michael David Rose	Custodian	General Fund	07/01/15-06/30/16	\$13.62 hr.
John Sanders	Athletic Academic	Equity Fund	08/01/15-12/20/15	\$15.21 hr.
Joini Buildois	Instructional Lab Asst.	244)		<b>,</b>
Craig Scharfen	Theatre Technician	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Nicholas Schneider	Instructional Lab	Strategic Proposal	04/20/15-06/30/15	\$16.56 hr.
1 (142010) 4 (20010)	Assistant II	5 1		
Kamber Sta Maria	Counseling	Stuart Found / Pottruck	07/01/15-06/30/16	\$62.64 hr.
TENTIONE NOW ITEMIN		Fund		
Jameiz Terrell	Athletic Academic	Equity Fund	08/01/15-12/20/15	\$15.21 hr.
VALVAA	Instructional Lab Asst.	4 A		
				7

# SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR Governing Board Meeting July 15, 2015 Page 4

Short-term/Temporary/Substitute – continued:
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Darcia Tipton	Theatre Technician	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Brenda Tucker	Counseling	Student Success and	07/01/15-06/30/16	\$66.67 hr.
	Matriculation	Support Program		
Rebecca Valentino	Theatre Technician	SCC Theatre	07/01/15-06/30/16	\$13.00 hr.
Emily Wade	Office Assistant	EOPS Program	07/01/15-12/20/15	\$10.60 hr.
Joan Wallace	Counseling	EOPS – Part B	08/03/15-06/30/16	\$62.64 hr.
Keith Willmschen	Custodian	General Fund	07/01/15-06/30/16	\$13.62 hr.
Michael Wyly	Academic Senate	General Fund	05/22/15-06/30/15	\$62.64 hr.
, ,	Summer Work			

# **GRATUITOUS SERVICE**

<u>Name</u>	School/Department	<u>Assignment</u>
Jeffrey Fortner	Umoja Program	Provide social work services to scholars
Tamba Keifa	Enrollment Services	Administrative Services
DeEarnest Maxwell	Umoja Program	Provide social work services to scholars
Malena Zubiaga	Umoja Program	Provide social work services to scholars

# **HONORS PAY**

Name	<u>Discipline</u>	Semester(s)	<b>Amount</b>
Mark Feighner	Geography	Fall 2014	\$200.00
Patricia Itaya	Biology	Fall 2014	\$264.00
Patricia Itaya	Biology	Spring 2015	\$165.00
Margherrita Molnar	Biology	Fall 2014	\$ 66.00
Margherrita Molnar	Biology	Spring 2015	\$ 66.00
Renee Moore	Biology	Fall 2014	\$400.00
Renee Moore	Biology	Spring 2015	\$396.00
Michael Silva	Biology	Fall 2014	\$ 66.00
Michael Silva	Biology	Spring 2015	\$200.00
James Word	Biology	Spring 2015	\$ 66.00
Christina Young	Biology	Fall 2014	\$132.00
Christina Young	Biology	Spring 2015	\$400.00

# AGENDA ITEM 11.(d) MEETING DATE July 15, 2015

### 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

Name	Assignment	<b>Effective</b>	<b>Amount</b>
Blair Abee	Provide training and business	July 1, 2015	Not to exceed
	advising services to SBDC	June 30, 2016	\$1,500.00
Natalie Bradley	Provide workshops and	July 1, 2015 –	Not to exceed
	advising services for Nursing	May 31, 2016	\$55,000.00
	Program		
Tom Camerato	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$4,000.00
Anita Johnson	Provide business counseling	July 1, 2015 –	Not to exceed
	services to SBDC	June 30, 2016	\$1,000.00
R. Humberto Lupi	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$2,500.00
Anni Minuzzo	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$1,500.00
Timothy Murrill	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$2,500.00
Brian Sennello	Musical services for Little	October 12, 2014 -	Not to exceed
	Shop of Horrors (Piano)	November 2, 2014	\$800.00
Mitzi Smith	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$2,500.00
Michelle Stephens	Provide Farmbudsman	July 1, 2015 –	Not to exceed
-	consultant services to the SBDC	June 30, 2016	\$64,000.00

Yulian I. Ligioso

Vice President, Finance & Administration

STAN R. ARTERBERRY
Interim Superintendent-President

July 1, 2015

July 1, 2015

Date Approved

# Academic Affairs Cont.'d Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>	<b>Amount</b>
Roger Studebaker	Provide training and business	July 1, 2015	Not to exceed
_	advising services to SBDC	June 30, 2016	\$2,000.00
Thomas Watkins	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$2,500.00
K. Patrice Williams	Provide training and business	July 1, 2015 –	Not to exceed
	advising services to SBDC	June 30, 2016	\$2,000.00

# **Student Services Shirley Lewis, Chief Student Services Officer**

<u>Name</u>	Assignment	<b>Effective</b>	Amount
Le Keisha Bellamy	Tutoring services related to	July 1, 2015 –	Not to exceed
•	the Workforce Investment	June 30, 2016	\$8,500.00
	Board HYPE Grant		
Belinda Bush	Tutoring services related to	July 1, 2015 –	Not to exceed
	the WIB HYPE Grant	June 30, 2016	\$6,000.00
Nathan Jenest	Freshman Advisor for	July 1, 2015 –	Not to exceed
	Baseball Student Athletes	August 31, 2015	\$500.00
Regina Levy	Tutoring services related to	July 1, 2015 –	Not to exceed
	the WIB HYPE Grant	June 30, 2016	\$8,500.00
Edward Marks	Tutoring services related to	July 1, 2014 –	Revised not to
	the WIB HYPE Grant	June 30, 2015	exceed \$10,263.00
Edward Marks	Tutoring services related to	July 1, 2015 –	Not to exceed
	the WIB HYPE Grant	June 30, 2016	\$8,500.00
Lorraine Merrida-Roos	Co-manage the Workforce	July 1, 2015 –	Not to exceed
	Investment Board HYPE	June 30, 2016	\$21,300.00
	Grant		
Jameshia Moss	Tutoring services related to	July 1, 2015 –	Not to exceed
	the WIB HYPE Grant	June 30, 2016	\$6,000.00
Micaela Sylvester	Summer Volleyball Clinic	July 1, 2015 –	Not to exceed
	Coach and Assistant Coach for	November 30, 2015	\$2,000.00
	Fall 2015		
2B Successful Youth	Tutoring services related to	July 1, 2015 –	Not to exceed
	the WIB HYPE Grant	June 30, 2016	\$6,000.00
Janelle Williams	Summer Volleyball Clinic	July 1, 2015 –	Not to exceed
	Coach	August 31, 2015	\$500.00

Governing Board Agenda – July 15, 2015

CONSENT CALENDAR – FINANCE & ADMINISTRATION

Personal Services Agreements

Page 3 of 3

# <u>Campus Police</u> <u>Eric Thelen, Lieutenant</u>

<u>Name</u>	<b>Assignment</b>	<b>Effective</b>	<u>Amount</u>
Tania Gay	Perform parking enforcement,	July 1, 2015 –	Not to exceed
	office support and data entry	June 30, 2016	\$22,000.00

<b>AGENDA ITEM</b>	11.(e)	
<b>MEETING DATE</b>	July 15, 2015	

T <b>O</b> :	MEMBERS OF THE	<b>GOVERNING BOARD</b>

SUBJECT: WARRANT LISTINGS

Vendor Payment

SUPERINTENDENT-PRESIDENT

06/25/2015

**REQUESTED ACTION: APPROVAL** 

<b>SUMMARY:</b>			
06/08/2015	Vendor Payment	2511062630-2511062631	\$12,775.00
06/08/2015	Vendor Payment	2511062632-2511062633	\$4,750.94
06/08/2015	Vendor Payment	2511062634-2511062638	\$45,720.28
06/08/2015	Vendor Payment	2511062639-2511062746	\$207,226.98
06/11/2015	Vendor Payment	2511062747-2511062869	\$31,586.80
06/15/2015	Vendor Payment	2511062870-2511062952	\$197,126.12
06/15/2015	Vendor Payment	2511062953-2511062957	\$21,991.64
06/15/2015	Vendor Payment	2511062958	\$90,240.98
06/23/2015	Vendor Payment	2511062959-2511063057	\$271,928.06
06/24/2015	Vendor Payment	2511063058-2511063123	\$190,629.48
06/25/2015	Vendor Payment	2511063124-2511063126	\$12,955.29
06/25/2015	Vendor Payment	2511063127-2511063130	\$6,234.77
06/25/2015	Vendor Payment	2511063131-2511063147	\$623,281.70
06/25/2015	Vendor Payment	2511063148-2511063153	\$212,521.02

TOTAL \$2,002,225.11

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

2511063154-2511063426

Government Code: ECS 70902 & 81656	Board Policy:	3240	Estimated Fiscal Impact: \$2,002,225.11
SUPERINTENDENT'S RECOMMENDAT	FION:		APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Yulian Ligioso, Vice President			
Finance & Administration			
PRESENTER'S NAME	<del></del>		
4000 Suisun Valley Road			
Fairfield, CA 94534			
ADDRESS			STAN R. ARTENBERRY
			Interim Superintendent-President
707 864-7209			
TELEPHONE NUMBER	<del>.</del>		
Finance & Administration			July 1, 2015
ORGANIZATION			DATE APPROVED BY
			SUPERINTENDENT-PRESIDENT
July 1, 2015			
DATE SUBMITTED TO			

-12-

AGENDA ITEM	11.(f)
<b>MEETING DATE</b>	July 15, 2015

G	OVERNING BO	ARD AG	ENDA ITEM	
TO:	MEMBERS OF	THE GO	OVERNING BO	OARD
SUBJECT:	PROPOSED AGREEMENT WITH TOTAL COMPENSATION SYSTEMS, INC. (TCS)			
REQUESTED ACTION:	APPROVAL			
SUMMARY:				
Board approval is requeste (TCS) to conduct its bi-annu Accounting Standards Board	ual retiree health be	enefits actu	arial study as re	quired by Governmental
Staff will be present to answ	ver questions.			
Government Code: N/A	Board Poi	licy: 3225	Estimate	ed Fiscal Impact: \$7,800
SUPERINTENDENT'S RECO	OMMENDATION:	X C	APPROVAL NOT REQUIRE	☐ DISAPPROVAL D ☐ TABLE
Yulian Ligioso, Vice Finance & Admini				
PRESENTER'S		•		
4000 Suisun Valle Fairfield, CA 94				
ADDRESS			The second secon	RTERBERRY
(707) 864-720	09		Superinter	dent-President
TELEPHONE NU		•		
Finance & Admini	stration		Total	y 1, 2015
ORGANIZAT		-		PPROVED BY

July 1, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

SUPERINTENDENT-PRESIDENT

## **CONSULTING SERVICES AGREEMENT**

This Agreement is entered into effective the 1st day of July, 2015 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Solano County Community College District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

- Consulting Services. Consultant shall provide the consulting services described on Schedule 1
  attached hereto.
- 2. <u>Compensation to Consultant</u>. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
- 3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2015, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
- 4. <u>Customer Will Provide Information</u>. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
- Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the
  necessary information reasonably required by Consultant to provide the consulting services
  described on Schedule 1 attached hereto from any agency, agencies, source or sources.
- 6. <u>Customer's Right to Provide Information</u>. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
- 7. <u>Limitation on Services</u>. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
- 8. <u>Ownership of Systems and Materials.</u> All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
- 9. <u>Indemnification</u>. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

#### 10. General.

- a. <u>Relationship of the Parties</u>. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. <u>Force Majeure</u>. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. <u>Entire Agreement</u>. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.
- 11. <u>Confidentiality</u>. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULT TOTAL CO	FANT" PMPENSATION SYSTEMS, INC.	"CUSTOMER" SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
Signed:	Jeffrey Kischet	Signed:
Ву:	Geoffrey L. Kischuk	By:
Title:	President	Title:
Date:	06/04/2015	Date:

## **SCHEDULE 1**

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between four employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do <u>not</u> include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

## **SCHEDULE 2**

Customer shall pay Consultant for the retiree health valuation report a total of \$6,200. One-half, or \$3,100 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,100 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.

AGENDA ITEM 11.(g)
MEETING DATE July 15, 2015

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	MEMBERS OF THE GOVERNING BOARD
SUBJECT:	RENEWAL AGREEMENT WITH ACCOUNTEMPS, A ROBERT HALF COMPANY

REQUESTED ACTION: APPROVAL

#### **SUMMARY:**

Board approval is requested to renew a contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary "Senior Accountant" is required to backfill a vacant position while the District hiring process for the Accounting Manager position is carried out. The agreement is through December 31, 2015, or until the position is filled, whichever comes sooner. Total contract amount not to exceed \$50,000.

Attached is a copy of the agreement.

Government Code: N/A Board Poli	icy: 3225 Estimated Fiscal Impact: \$50,000
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	STAN R. ARTERBERRY
(707) 864-7209	Interim Superintendent-President
TELEPHONE NUMBER	-
Finance & Administration	July 1, 2015
ORGANIZATION	DATE APPROVED BY
July 1, 2015	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	-
SUPERINTENDENT-PRESIDENT	

#### GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in Accountemps. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope	of
Backg	
Inquir	ies

We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.

#### Client's Responsibility

Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.

Since Accountemps is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of Accountemps or on your behalf on financial statements, nor are our professionals authorized to sign the name of Accountemps on any document or to sign their own names on financial statements or tax returns.

It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.

It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will *Accountemps* be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.

#### Confidentiality

Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.

You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

#### Employment Taxes and Withholdings

Accountemps will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.

# Insurance

In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.

#### No Contrary Agreements

These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.

Job Order: 00590-109570

Date: 12-19-2014

#### TERMS OF PAYMENT

Thank you for your confidence in Accountemps. Our professional for the assignment of a Staff Accountant is Beverley Sloley. The assignment will start on 12-19-2014. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$63,00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call Accountemps for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional i	is assigned to you under the following Terms of Payment:
Guarantee	Accountemps guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, Accountemps will not charge for the first eight hours worked, provided that Accountemps replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
Time Sheet	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because Accountemps invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.
	The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.
	The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
General Conditions	Accountemps may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date Accountemps specifies.
	Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided. We reserve the right to re-assign our professional.
	Job Order: 00590-109570 Date: 12-19-2014

**AGENDA ITEM** 11.(h) **MEETING DATE** July 15, 2015

## SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	MEMBERS OF TH	IE GOVEI	RNING BOARD
SUBJECT:	RENEWAL OF ST FOR THE 2015-201		NSURANCE POLICY MIC YEAR
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
2016. The renewal policy	covers Basic Coverag	ge for stude	with Student Insurance for 2015- ents/intercollegiate athletes, Super rophic Coverage for students only.
A copy of the renewal police	y is available by reques	st in the Fin	ance and Administration Office.
Communication	D I D . I	•	F: 11 (672.031.00)
Government Code:	Board Policy Est	тагеа.	Fiscal Impact: \$72,031.00
SUPERINTENDENT'S RECO	OMMENDATION:		PROVAL DISAPPROVAL T REQUIRED TABLE
Yulian Ligioso, Vice Finance & Admini			
PRESENTER'S			
4000 Suisun Valle Fairfield, CA 94			
ADDRESS			STAN R. ARTERBERRY
707 864-720	0	•	Interim Superintendent-President
TELEPHONE NU			
Finance & Adminis	stration		Index 1 2015
ORGANIZATI			July 1, 2015  DATE APPROVED BY
		SU	PERINTENDENT-PRESIDENT
July 1, 2015			

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

-21-

AGENDA ITEM	11.(i)	
MEETING DATE	July 15, 2015	•

TO:

Members of the Governing Board

SUBJECT:

CONTRACT AMENDMENT TO UTELOGY FOR PROFESSIONAL SERVICES FOR SMALL CAPITAL

PROJECTS: BUILDING 1600 CLASSROOM

IMPROVEMENTS AND PORTABLE CLASSROOMS

(PHASE II)

**REQUESTED ACTION:** 

**APPROVAL** 

#### **SUMMARY:**

Board approval is requested for the contract amendment to Utelogy to provide professional services for two Small Capital Projects: Building 1600 Classroom Improvements and Portable Classroom (Phase II.) The scope of work includes providing smart classroom technology in classrooms 1635 and 1638 in Building 1600 and for portable classroom 1104. On June 3, 2015, the Governing Board approved item 13.(c), a professional services contract to Utelogy in the amount of \$11,800. This additional request amends the previously approved contract to include provisioning, configuration and commissioning of the system.

The Board is asked to approve this contract amendment to Utelogy for the additional amount of \$7,950.00 bringing the overall total contracted amount to \$19,750.00

Impact on Student Success: Providing a consistent AV interface for use by Faculty, Students and Staff, in new classrooms as they come online.

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

Government Code. Board Policy.	Estimated Fiscal Impact: \$7,950.00 Measure Q Funds
SUPERINTENDENT'S RECOMMENDAT	ION:   ☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Leigh Sata	
Executive Bonds Manager	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS	STANR. ARTERBERRY Interim Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	
Administration	July 1, 2015
ORGANIZATION	DATE APPROVED BY INTERIM SUPERINTENDENT-PRESIDENT
July 1, 2015	
DATE SUBMITTED TO	
INTERIM SUPERINTENDENT-PRESIDI	CNT

<b>AGENDA ITEM</b>	11.(j)
<b>MEETING DATE</b>	July 15, 2015

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1	

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AMENDMENT TO SWINERTON MANAGEMENT AND CONSULTING FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE

**AUTOTECHNOLOGY PROJECT** 

**REQUESTED ACTION: APPROVAL** 

#### **SUMMARY:**

Board approval is requested for a contract amendment to Swinerton Management & Consulting (SMC) for construction management services for the Automotive Technology project. This project will be delivered utilizing the Design-Build project delivery method. On November 19, 2014, the Governing Board approved item 14. (g), a contract to Swinerton Management and Consulting for construction management services in the amount of \$932,176. This request will amend the previously approved contract to reflect a revised project schedule and contract language related to the specifics of the Automotive Technology project. The project schedule was updated to the additional time needed to complete the site selection. This is a no-cost contract amendment.

Impact on Student Success: The Automotive Technology project is a state of the art facility providing skills for the latest in automotive technology.

The contract can be reviewed at: http://www.solano.edu/measureq/planning.php

Government Code:	Board Policy Estimated:	Fiscal Impact: \$0 Measure Q Funds
SUPERINTENDENT'S	RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Lei	gh Sata	
	Bonds Manager	
	TER'S NAME	_
	in Valley Road 1, CA 94534	
AD	DRESS	STAN R. ARTERBERRY Interim Superintendent-President
(707)	863-7855	
ТЕСЕРНО	NE NUMBER	
Admi	nistration	July 1, 2015
ORGA	NIZATION	DATE APPROVED BY
July	1, 2015	SUPERINTENDENT-PRESIDENT
TO A PERSON CLEAN	DATECTED TO	

DATE SUBMITTED TO INTERIM SUPERINTENDENT-PRESIDENT

<b>AGENDA ITEM</b>	11.(k)
<b>MEETING DATE</b>	July 15, 2015

SUBJECT: CONTRACT AMENDMENT TO SWINERTON

MANAGEMENT AND CONSULTING FOR

CONSTRUCTION MANAGEMENT SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT

REQUESTED ACTION: APPROVAL

INTERIM SUPERINTENDENT-PRESIDENT

#### **SUMMARY:**

Board approval is requested for a contract amendment to Swinerton Management & Consulting (SMC) for construction management services for the Biotechnology project. On November 19, 2014, the Governing Board approved item 14.(h), a contract to SMC in the amount of \$1,255,256. This request will amend the previously approved contract to reflect management of the swing space and includes revised contract language. The swing space will support the conversion of existing classroom 114 at the Vacaville Center, which will be used by the expanding Biotechnology program until the new building is constructed. The scope of work includes management of all construction related activities and installation of equipment.

The Board is asked to approve this amendment to Swinerton Management & Consulting in the amount of \$18,800, bringing the total overall contract to \$1,274,056.00

Impact on Student Success: the Biotechnology program is growing and expansion is required at the Vacaville Center.

The contract can be reviewed at: <a href="http://www.solano.edu/measureq/planning.php">http://www.solano.edu/measureq/planning.php</a> Government Code: Board Policy Estimated: Fiscal Impact: \$ 18,800 Measure Q Funds **⋈ APPROVAL** ■ DISAPPROVAL SUPERINTENDENT'S RECOMMENDATION: ☐ NOT REQUIRED ☐ TABLE Leigh Sata **Executive Bonds Manager** PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 STAN ARTERBERRY ADDRESS Interim Superintendent-President (707) 863-7855 TELEPHONE NUMBER Administration July 9, 2015 **ORGANIZATION** DATE APPROVED BY SUPERINTENDENT-PRESIDENT July 9, 2015 DATE SUBMITTED TO

<b>AGENDA ITEM</b>	11.(1)
<b>MEETING DATE</b>	July 15, 2015

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR FIBER OPTIC CABLING

FOR VALLEJO AUTOMOTIVE TECHNOLOGY

**BUILDING SWING SPACE PROJECT** 

**REQUESTED ACTION: APPROVAL** 

#### **SUMMARY:**

Board approval is requested for the Vallejo Automotive Technology Building Swing Space Project Notice of Completion. On January 21, 2015 JLC Contracting, Inc., was selected to provide electrical and infrastructure connections to accommodate AT&T fiber optic cabling and to provide power and air infrastructure connections for equipment procured for the Automotive Technology Program. 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.

Government Code:	Board Policy:	Estimated	Fiscal Impact: \$0
SUPERINTENDENT'S RECOMMENDATION	ON:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Leigh Sata			
Executive Bonds Manager			
PRESENTER'S NAME			
4000 Suisun Valley Road			7
Fairfield, CA 94534		/ 9/	
ADDRESS		STAN R. ART	
		Interim Superinter	ndent-President
(707) 864-7176			
TELEPHONE NUMBER			
Administration		July 1,	2015
ORGANIZATION		DATE APPR	OVED BY
		INTERIM SUPERINTE	NDENT-PRESIDENT
July 1, 2015			
DATE SUBMITTED TO			
INTERIM SUPERINTENDENT-PRESIDI	ENT		

#### RECORDING REQUESTED BY:

Revised on 20140501

When recorded mail to:
Leigh Sata, Executive Bonds Manager
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:

- 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** Work of modernization on the property hereinafter described was completed on: <u>July 15, 2015</u> 7. The Project Name is: Vallejo Autotech Building Swing Space Project 8. DSA Number (if applicable) N/A 9. The contractor for such work of modernization is JLC Contracting, Inc. 10. The name of the contractor's Surety Co. is American Contractors Indemnity Company 11. The date of contract between the contractor and the above owner is January 21, 2015 12. The street address of said properties are 1301 Georgia Street, Vallejo, CA 94590 13. APN # 0081-800-340 14. The property on which said work of modernization was completed is in the City of Vallejo, County of Solano, State of California, and is described as follows: Solano Community College District Facilities (Vallejo Campus) – provide electrical and infrastructure connections to accommodate AT&T fiber optic cabling Date Signature of Owner Solano Community College District Verification I, undersigned, say: I am Executive Bonds Manager ("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 \_\_ \_, California. (City or Town where signed)

(Personal signature of the individual swearing that the contents of the notice are true? 6-

<b>AGENDA ITEM</b>	11.(m)
<b>MEETING DATE</b>	July 15, 2015

TO:

Members of the Governing Board

**SUBJECT:** 

**NOTICE OF COMPLETION FOR BUILDING 1200** 

PERFORMING ARTS RENOVATION (PHASE I) SWING

SPACE AND SMALL CAPITAL PROJECTS

**REQUESTED ACTION:** 

**APPROVAL** 

#### **SUMMARY:**

Board approval is requested for the Building 1200 Performing Arts Renovation (Phase I) Swing Space and Small Capital Projects Notice of Completion. On May 6, 2015 JLC Contracting, Inc., was selected to provide rough grading and pad preparation of the site for the new modular classrooms. 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;

INTERIM SUPERINTENDENT-PRESIDENT

- 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.

Government Code	Board Policy:	Estimated	Fiscal Impact. \$0
SUPERINTENDENT'S RECOMME	NDATION:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Leigh Sata			
Executive Bonds Manage	er		
PRESENTER'S NAME	<u> </u>		
4000 Suisun Valley Road	1		
Fairfield, CA 94534		/////	
ADDRESS		STAN R. ART	ERBERRY
		Interim Superinten	
(707) 864-7176			
TELEPHONE NUMBE	R		
Administration		July 1, 2	2015
ORGANIZATION		DATE APPRO	OVED BY
		INTERIM SUPERINTEN	NDENT-PRESIDENT
July 1, 2015			
DATE SUBMITTED TO	<del></del>		

#### RECORDING REQUESTED BY:

When recorded mail to:
Leigh Sata, Executive Bonds Manager
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:

- 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** <u>ADDRESSES</u> Work of modernization on the property hereinafter described was completed on: <u>July 15, 2015</u>. 7. The Project Name is: Building 1200 Performance Arts Renovation Swing Space and Small Capital Projects (Phase 1) 8. DSA Number (if applicable) N/A 9. The contractor for such work of modernization is JLC Contracting, Inc. 10. The name of the contractor's Surety Co. is American Contractors Indemnity Company 11. The date of contract between the contractor and the above owner is May 6, 2015\_ 12. The street address of said properties are 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: Solano Community College District Facilities (Fairfield Campus) - provide rough grading and pad preparation of the site for the new modular classrooms. Date Signature of Owner Solano Community College District Verification I, undersigned, say: I am Executive Bonds Manager ("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 \_\_ California. (City or Town where signed)

Revised on 20140501

<b>AGENDA ITEM</b>	11.(n)
<b>MEETING DATE</b>	July 15, 2015

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	1 1			

Members of the Governing Board

**SUBJECT:** 

NOTICE OF COMPLETION FOR LIGHTING ON

BUILDINGS 1200, 1300 AND 1400 ROOF TOPS FOR THE UTILITY INFRASTRUCTURE UPGRADE PROJECT

**REQUESTED ACTION:** 

**APPROVAL** 

#### **SUMMARY:**

Board approval is requested for the Utility Infrastructure Upgrade Project Notice of Completion. On January 21, 2015 Sac Valley Electric was selected to furnish and install LED lighting on Buildings 1200, 1300 and 1400 Roof Tops to provide enhanced lighting onto pedestrian pathways and building entrances. 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.

Government Code:	Board Policy.	Estimated .	Fiscal Impact: \$0
SUPERINTENDENT'S RECOMMENDATION	ON:	APPROVAL     ■ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Leigh Sata			
Executive Bonds Manager			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			2
ADDRESS		STAN R. ART	ERBERRY
		Interim Superinten	
(707) 864-7176		•	
TELEPHONE NUMBER	<u></u>		
Administration		July 1, 2	015
ORGANIZATION		DATE APPRO	OVED BY
	1	NTERIM SUPERINTEN	DENT-PRESIDENT
July 1, 2015			
DATE SUBMITTED TO	<del></del>		
INTERIM SUPERINTENDENT-PRESID	ENT		

#### **RECORDING REQUESTED BY:**

When recorded mail to: Leigh Sata, Executive Bonds Manager Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534

NAMES

## **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:

**ADDRESSES** 

6. Work of modernization on the property hereinafter described was completed on: <u>July 15, 2015</u> 7. The Project Name is: Utility Infrastructure Upgrade Project 8. DSA Number (if applicable) N/A 9. The contractor for such work of modernization is Sac Valley Electric, Inc. 10. The name of the contractor's Surety Co. is Travelers Casualty and Surety Company 11. The date of contract between the contractor and the above owner is January 21, 2015. 12. The street address of said properties are 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: Solano Community College District Facilities (Fairfield Campus) – furnish and install LED lighting on Buildings 1200, 1300 and 1400 roof tops... Date Signature of Owner Solano Community College District Verification I, undersigned, say: I am Executive Bonds Manager ("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 \_ . California. (City or Town where signed)

Revised on 20140501

<b>AGENDA ITEM</b>	11.(o)
MEETING DATE	July 15, 2015

TO:

Members of the Governing Board

**SUBJECT:** 

NOTICE OF COMPLETION FOR ELECTRICAL

SERVICES FOR BUILDING 1200 PERFORMING ARTS RENOVATION (PHASE I) SWING SPACE AND SMALL

**CAPITAL PROJECTS** 

**REQUESTED ACTION:** 

**APPROVAL** 

#### **SUMMARY:**

Board approval is requested for the Building 1200 Performing Arts Renovation (Phase I)Swing Space and Small Capital Projects Notice of Completion. On May 6, 2015 Sac Valley Electric was selected to install required electrical connections for the new modular classrooms. 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;

INTERIM SUPERINTENDENT-PRESIDENT

- 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.

Government Code:	Board Policy:	Estimated i	Fiscal Impact: \$0
SUPERINTENDENT'S RECOMMENDATI	ON:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL
Leigh Sata			
Executive Bonds Manager			
PRESENTER'S NAME			7
4000 Suisun Valley Road			
Fairfield, CA 94534			
ADDRESS		STAN R. ARTI	RBERRY
		Interim Superintend	
(707) 864-7176			
TELEPHONE NUMBER			
Administration		July 1, 20	015
ORGANIZATION		DATE APPRO NTERIM SUPERINTEN	
July 1, 2015	-		
DATE SURMITTED TO			

#### **RECORDING REQUESTED BY:**

When recorded mail to:
Leigh Sata, Executive Bonds Manager
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:

- 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: July 15, 2015 7. The Project Name is: Building 1200 Performance Arts Renovation Swing Space and Small Capital Projects (Phase 1) 8. DSA Number (if applicable) N/A 9. The contractor for such work of modernization is Sac Valley Electric 10. The name of the contractor's Surety Co. is <u>Travelers Casualty and Surety Company of America</u> 11. The date of contract between the contractor and the above owner is May 6, 2015. The street address of said properties are 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: Solano Community College District Facilities (Fairfield Campus) - install required electrical connections for the new modular classrooms. Date Signature of Owner Solano Community College District Verification I, undersigned, say: I am Executive Bonds Manager ("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 \_\_\_ . . California. (City or Town where signed) Revised on 20140501

(Personal signature of the individual swearing that the contents of the notice are true 32-

<b>AGENDA ITEM</b>	11.(p)
<b>MEETING DATE</b>	July 15, 2015

•	GOVERNING BOARD AGE	NDA ITEM			
TO:	MEMBERS OF THE GOVERNING BOARD				
SUBJECT:	RENEWAL OF CONTRACT AWARD TO TRINITY EMCS INC. FOR MAINTENANCE OF THE DISTRICT HVAC AND ENERGY MANAGEMENT CONTROLS SYSTEM				
REQUESTED ACTION:	APPROVAL				
<b>SUMMARY</b> :		148 .			
service to the District's H issued in February 2014 Qualifications and Propos qualifications and cost preproposals document. The S	VAC & EMS systems. Request and on April 4, 2014 the Distals. The Selection Committee oposal requirements set forth is selection Committee recommend September 17, 2014 received Bostact is \$15,000.00.	ity EMCS Inc., to provide maintenance is for Qualifications & Proposals were strict received four (4) Statement of evaluated each respondent based on in the Request for Qualifications and led Trinity EMCS Inc. as the contractor ard approval.			
Government Code. N/A	Board Policy: 3225	Estimated Fiscal Impact: \$15,000			
SUPERINTENDENT'S REC	<del></del>	APPROVAL DISAPPROVAL TABLE			
Dwight Callo Director, Faci	lities				
PRESENTER'S	NAME				
4000 Suisun Vali Fairfield, CA 9		1/97			
ADDRES		STAN R. ARTERBERRY			
(707) 864-7000 e	xt. 7176	Interim Superintendent-President			
TELEPHONE N	UMBER				

Maintenance and Operations

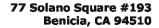
ORGANIZATION

July 1, 2015 **DATE SUBMITTED TO** 

SUPERINTENDENT-PRESIDENT

July 1, 2015

DATE APPROVED BY





Phone: 707-335-4664 Fax: 707-297-6600 www.trinityemcs.com CL# 908649

June 17, 2015

# Solano Community College Energy Management Control System Service Agreement

Trinity EMCS Inc. is pleased to offer Solano Community College a Service Agreement with one of the following options: Monthly Service Agreement (12 on site visits); Bi-Monthly Service Agreement (6 on site visits); Quarterly Service Agreement (4 on site visits) or Bi-Annual Service Agreement (2 on site visits).

With each visit you will receive the following services:

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

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

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





# Solano Community College Energy Management Control System Service Agreement

#### **Pricing for different Options:**

<b>Monthly</b>	Service	<u>Agreen</u>	nent: This	contract p	rovides a	15% red	duction i	n materia	al costs, a
reduced	service	labor ra	te, remote	e technical	support,	priority	on-site	service,	exclusive
sales an	d Twelve	e (12) on	-site previ	entive mair	ntenance	visits per	r year fo	r 6 hours	per visit.

**Total Cost:** 

\$ 14,640 / year

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

**Total Cost:** 

\$7,320 / year

<u>Quarterly Service Agreement:</u> This contract provides a 15% reduction in material costs, a reduced service labor rate, technical support, priority on-site service, exclusive sales and Four (4) on-site preventive maintenance visits per year for 6 hours per visit.

**Total Cost:** 

\$4,880 / year





# Sample of Energy Management Control System Inspection Form:

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





# **Energy Management Control System Service Agreement**

# Terms & Payment:

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

# **Labor Rates:**

	2016 Service Agreement Labor Rates	2016 Standard Labor Rates (Non- Service Agreement Customers)
Normal Business Hours 7 am – 4 pm	\$ 135	\$ 170
Nights & Weekends	\$ 200	\$ 250
Holidays	\$ 250	\$ 305
Technical Support Normal Business Hours	No Charge	\$ 160 per instance
Technical Support Non-Business Hours	Only available on 24/7 Contracts	Not Available

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

Customer Name	Trinity EMCS Inc.
Customer Signature	Trinity EMCS Inc. Signature
 Date	Date



<b>AGENDA ITEM</b>	11.(q)
<b>MEETING DATE</b>	July 15, 2015

T-A	3.6 1	C /1	~ .	-
TO:	Members	of the	Governing	Board

SUBJECT: RENEWAL OF CHILDREN'S PROGRAMS CONTRACT-

CALIFORNIA STATE PRESCHOOL PROGRAM

REQUESTED ACTION: APPROVAL

### **SUMMARY:**

This renewal agreement with the state of California, dated July 1, 2015, designated as number CSPP-5561, California State Preschool Program, Project Number 48-7055-00-5, shall be funded at a maximum reimbursable amount of \$387,540.00.

The contract is effective from July 1, 2015 through June 30, 2016 for 191 days of child enrollment at a daily rate not to exceed \$36.10 per child.

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

Government Code:	Board Policy:	Estimated Fiscal Impact: \$387,540
SUPERINTENDENT'S REC	OMMENDATION:	<ul><li>☒ APPROVAL</li><li>☒ DISAPPROVAL</li><li>☒ NOT REQUIRED</li><li>☒ TABLE</li></ul>
Christie Speck, Director		
PRESENTER'S		
4000 Suisun Valley F	Road, Fairfield	
ADDRES	SS	STAN'R, ARTERBERRY INTERIM SUPERINTENDENT-PRESIDENT
864-7183		7
TELEPHONE NUMBER		
Academic A	ffairs	July 1, 2015
ORGANIZA	TION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
July 1, 20	15	
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

AGENDA ITEM	11.(r)
<b>MEETING DATE</b>	July 15, 2015

TO:	Members of the Governing B	oard

SUBJECT: SMALL BUSINESS SECTOR EVENT MANAGEMENT AND

REGISTRATION SERVICES AGREEMENT WITH CVENT

**REQUESTED ACTION: APPROVAL** 

SUPERINTENDENT-PRESIDENT

### **SUMMARY:**

This item is to renew an agreement with Cvent to provide event management and registration services for the Small Business Sector grant project. Cvent's services will be used to host a registration website for the annual Statewide Small Business Summit hosted by Small Business Sector and regional events hosted by the ten Deputy Sector Navigators. The total cost of the agreement is \$7,665 which includes a \$1,500 license/maintenance fee for online training, phone/email support, data storage/security plus a per registration fee for 900 registrants. Funding for the service will come from the Small Business Sector Navigator grant with the California Community College Chancellor's Office.

Government Code: 81655 Board Policy: 3520	Estimated Fiscal Impact: SB1402 Funds \$7,665
SUPERINTENDENT'S RECOMMENDATION:	
Charles Eason	
Small Business Sector Navigator	
PRESENTER'S NAME	
360 Campus Lane, Suite 201, Fairfield, CA	
ADDRESS	STAN R. ARTERBERRY, M.A.
	Interim Superintendent-President
707-863-7846	
TELEPHONE NUMBER	•
Academic Affairs	July 1, 2015
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
July 1, 2015	_
DATE SUBMITTED TO	•

# cvent | Event Management

**Customer:** Solano Community College

Services: Ovent products and services listed below, each subject to the applicable Terms of Use located on the Ovent w ebsite at

http://www.cvent.com/en/product-terms-of-use.shtml.

Term: The term is 8/20/2015 to 8/19/2016. Agreement will renew for another term of equal length at then current rates unless Customer gives

Cvent 60 days prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75 days

before expiration of term.

#### Annual Fees & Usage : Professional Version

Maintenance Fee: Online Training, Phone/Email Support, Data Storage/Security

\$1,500

\$2,500

Minimum Usage Fee<sup>T</sup>

\$6,165

(\$6.85 x 900 registrants)

TOTAL ANNUAL FEES \$7,665

Price does not include sales tax, which may be applicable in some states or jurisdictions.

#### Payment Terms

Federal Tax ID#

Annual upfront payment by invoice

Are you Sales Tax Exempt?

You will be required to input credit card details upon login to the Cvent system.

Please note: The credit card will be used only if "payment by credit card" has been selected on this agreement OR if any invoice is greater than 60 days overdue

#### Overage Fees

† \$7.85 per person registered beyond the 900 prepaid registrants. (Overage fees billed quarterly), In lieu of paying this rate per person, the Customer may purchase additional registrants at any point during the term of the agreement and obtain more economical per registrant pricing for the new registrant purchase

#### Additional Terms

1765 Greensboro Station Place, 7th Floor,

Tysons Corner, VA 22102 Phone: 703,226,3500 Fax: 703.226.3501

**Customer Address** Street:

360 Campus L N, Suite 201 Fairfield

City: County:

State: CA Zip Code: 94534 USA Country:

Billing Address (if different)

Street: City: County: State:

Zip Code: Country:

#### **Cvent Signatory**

Name: Liz Ow ens

Title: Regional Account Manager low ens@cvent.com Email:

(571) 830-2353 Phone:

**Customer Signatory** 

Name: Jowel C. Laguerre, Ph.D. Title: Superintendent/President

Email: jowel.laguerre@solano.edu

(707) 864-7112

**Billing Contact Details** 

Name: Title: Email: Phone:

If applicable, Purchase Order number:

Signature:

Date Signed:

Signature:

Phone:

Date Signed:

# cvent | Event Management

**Customer:** Solano Community College

Services: Cvent products and services listed below, each subject to the applicable Terms of Use located on the Cvent w ebsite at

http://www.cvent.com/en/product-terms-of-use.shtml.

The term is 8/20/2015 to 8/19/2016. Agreement will renew for another term of equal length at then current rates unless Customer gives Term:

Cvent 60 days prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75 days

before expiration of term.

#### Annual Fees & Usage : Professional Version

Maintenance Fee: Online Training, Phone/Email Support, Data Storage/Security

Minimum Usage Fee<sup>7</sup>

\$6,165

(\$6.85 x 900 registrants)

**TOTAL ANNUAL FEES** \$7,665

Price does not include sales tax, which may be applicable in some states or jurisdictions.

#### Payment Terms

Federal Tax ID#

Annual upfront payment by invoice

Are you Sales Tax Exempt?

You will be required to input credit card details upon login to the Cyent system. Please note: The credit card will be used only if "payment by credit card" has been selected on this agreement OR if any invoice is greater than 60 days overdue.

#### Overage Fees

† \$7.85 per person registered beyond the 900 prepaid registrants. (Overage fees billed quarterly). In lieu of paying this rate per person, the Customer may purchase additional registrants at any point during the term of the agreement and obtain more economical per registrant pricing for the new registrant

Name:

Title:

Email:

Phone:

1765 Greensboro Station Place, 7th Floor,

Tysons Corner, VA 22102 Phone: 703.226.3500 Fax: 703.226.3501

Liz Owens

**Cvent Signatory** 

**Customer Address** 

Street: 360 Campus L N, Suite 201

City: Fairfield

County:

State: CA 94534 Zip Code: USA Country:

**Customer Signatory** 

Name: Title: Email:

Jowel C. Laguerre, Ph.D. Superintendent/President jowel.laguerre@solano.edu

Phone:

(707) 864-7112

**Billing Contact Details** 

Billing Address (if different)

Name: Title: Email: Phone:

Street:

County:

Zip Code:

Country:

State:

City:

If applicable, Purchase Order number:

Signature:

Regional Account Manager

low ens@cvent.com

(571) 830-2353

Date Signed:

Signature:

Date Signed:

AGENDA ITEM	11.(s)
<b>MEETING DATE</b>	July 15, 2015

TO:	Mombous of the	Coverning Board
10:	Members of the	Governing Board

SUBJECT: NATIONAL SCIENCE FOUNDATION S-STEM GRANT

**REQUESTED ACTION: APPROVAL** 

SUPERINTENDENT-PRESIDENT

### **SUMMARY**

The National Science Foundation has awarded a Scholarships in Science, Technology, Engineering, and Mathematics (S-STEM) grant of \$622,715 to Solano Community College to award 25 to 35 scholarships per year over a five-year period to academically-talented and financially needy students majoring in Astronomy, Biology, Biotech, Chemistry, CADD, Computer Science, Engineering, Geology/Geography, Horticulture, Mathematics, Physics, Surveying, and Water/Waste Water Treatment. If these students transfer to a four-your institution in a STEM major, they will be awarded an additional year to continue their study at that institution. The scholarship support will average \$3,000 per year per student.

The project, entitled "2+1 STEM Scholarship Program," is under the direction of Professors Genele Rhoads, Zhen Chen, Charles Spillner and Jose Ballesteros, and Dr. Zhanjing (John) Yu, Dean of Mathematics and Science

Government Code	Board Policy	Estimated Fiscal Impact
Education Code Section 72670 (e)	Section 2150	\$622,715
SUPERINTENDENT'S RECOMMENDA	ATION:	☑ APPROVAL   ☐ DISAPPROVAL     ☐ NOT REQUIRED   ☐ TABLE
Dr. Zhanjing (John) Yu Dean of Mathematics and Science Cynthia Garcia Grants and Resource Development Ma		
PRESENTER'S NAME	mager	
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		STAN R. ARTERBERRY
707-864-7110		Interim Superintendent-President
TELEPHONE NUMBER		
Academic Affairs		
ORGANIZATION		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SURMITTED TO		

<b>AGENDA ITEM</b>	11.(t)
MEETING DATE	July 15, 2015

Members of the Governing Board
PERSONAL SERVICE CONTRACTS FOR CONTINUING EDUCATION
APPROVAL
oval from the Board for the following instructors to teach Community 5- June 2016.

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

Government Code: 78021 Board Policy: 3520 CEO 2015-16 Goals: #5	Estimated Fiscal Impact: Unknown at this time
SUPERINTENDENT'S RECOMMENDATION:	□ APPROVAL     □ DISAPPROVAL     □ TABLE
Kelly Penwell, Associate Dean Workforce Development and Contract Education	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	STAN R. ARTERBERRY
707-864-7808	Interim Superintendent-President
TELEPHONE NUMBER	
Academic Affairs	July 1, 2015
ORGANIZATION	DATE APPROVED BY
July 1, 2015	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

SUPERINTENDENT-PRESIDENT

Instructor	Course Subject
Ackman, James	Auto Body
Adney, Curtis	Test Taking
Alums, Rhuenette	Public Speaking
Brioda, Dave	Harmonica
Busse, Dohm	Boating Safety
Cheng, Paul	Language/Chinese
Christensen, Carrie	Notary/Loan Signing
Dvorak, Robert	Drawing and Painting
Fair, Paul	LEED
Graham, Pam ABC Health	CPR Healthcare providers
Humbert, Robert	Handgun Education
James, Keith	Social Security
Johnnson, Anita R.	Quick Books
Juliano, Kristy	Choral
Karlsson, Karen	Art
Krusemark, LeeAnn	Business Ideas
Larkin, Pat	Real Estated
Laughlin, Robert	Piano
McGarry, Susan	Fused Glass
McKeown, Charlotte	First Aid
Miller, Jerry	Business Ideas
Moran, Elaine	Mystery Shopper
Moszee, Alicia	3 D printing
Pegg, Aurelio	Self Defense and Fitness
Racine, Warren	Business Ideas
Reiter, Gayla	Reincarnation
Rounds, Mike	Business Ideas
Santos, Ramon	Biblical Theology
Smith, Derek	Steel Drums
Torr, Jeff	Inter. Guitar
Voices for all	Voice over
Warren, Cheryl	Beginning Guitar
Watanabe, Gene	Whittling
Williams, Wayne	Auto Resale
Withrow, Lewis	Real Estate

<b>AGENDA ITEM</b>	11.(u)
<b>MEETING DATE</b>	July 15, 2015

TO:	<b>MEMBERS OF THE</b>	<b>GOVERNING BOARD</b>
	TILLITED OF THE	O TELETHIO DOINE

SUBJECT: RENEWAL OF SMALL BUSINESS SECTOR NAVIGATOR

**GRANT** 

REQUESTED ACTION: APPROVAL

SUPERINTENDENT-PRESIDENT

### **SUMMARY:**

Board approval is requested to renew Solano Community College as host for the California Community Colleges Chancellor's Office Small Business Sector Navigator grant which is a statewide leadership position for coordinating small business sector programs for the 112 community colleges across the state. The Sector Navigators are part of the "Doing What Matters for Jobs and the Economy" framework that the Chancellor's Office implemented in FY 2013-2014. Working with ten Deputy Sector Navigators across the state, the Small Business Sector Navigator provides technical assistance to colleges developing credit, non-credit, and not-for-credit programs in the area of small business and entrepreneurship. The amount of the grant is \$447,500 and the term of the agreement will cover the period from July 1, 2015 through June 30, 2016.

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 Small Business Sector Navigator.

Government Code: 88530-88532	Board Policy	Estimated: 3520	Fiscal Impact: \$447,500 Revent
SUPERINTENDENT'S RECOMME	NDATION:		ROVAL DISAPPROVAL REQUIRED TABLE
Charles Eason Small Business Sector Navig PRESENTER'S NAME		-	
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS			AN R. ARTERBERRY, M.A. terim Superintendent-President
707 864-7168		_	
TELEPHONE NUMBER	₹	_	
Academic Affairs			July 1, 2015
ORGANIZATION		SUP	DATE APPROVED BY ERINTENDENT-PRESIDENT
July 1, 2015			
DATE SUBMITTED TO	)	-	

AGENDA ITEM	11.(v)
MEETING DATE	July 15, 2015

TO:	Members of the Go	verning Board
SUBJECT:	RENEWAL OF TH SERVICES CONTI	IE 2015-2016 STUDENT HEALTH RACT
REQUESTED ACTION:	APPROVAL	
SUMMARY:		
Health and Social Services D	epartment to provide s	enew the annual contract with the Solano County student health services for the period of July 1, ct cost to Solano Community College is
		tached. The complete contract in its entirety is dent-President and in the Office of Student Life.
Renew		
Government Code:	Board Policy	Estimated Fiscal Impact: \$212,455
SUPERINTENDENT'S RECO	MMENDATION:	
Rischa Slade,		
Director of Stude		
PRESENTER'S	NAMIE	
4000 Suisun Valle		
Fairfield, CA 94 ADDRESS		STAN R. ARTERBERRY
707-863-783		Interim Superintendent-President
TELEPHONE NU		
Student Service		July 1, 2015
ORGANIZAT	ION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
June 5, 2015		NO THE CONTRACT OF THE CONTRAC

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

# EXHIBIT A SCOPE OF WORK

# 1. STAFFING REQUIREMENTS; FINANCIAL AGREEMENTS; HOURS OF OPERATION

- A. The County shall provide a public health nurse ("PHN") and a PHN, Senior (SR.) for the administration and operation of the Student Health Center for Solano Community College, ("College"). The PHN and PHN, SR. will be selected at the discretion of the County, and will be regular employees of the County of Solano. The College shall provide input in the selection of the PHN. The PHN and PHN, SR. selected by the County shall remain under the direction and supervision of the County.
  - 1. The PHN selected by the County to administer the Student Health Center shall possess the following credentials and experience: a baccalaureate degree in nursing; a current California registered nurse's license; a PHN certificate from the State of California; at least one (1) years' experience public health nursing; and possess a current valid California driver's license.
  - 2. Other nursing personnel assigned to the Student Health Center may be either a PHN or registered nurse.
- B. County will provide a Health Assistant (HA) for a minimum of 40 hours per week to provide clerical assistance and to perform information, reception and medical record functions under direction of the PHN.
- C. County shall be responsible for the evaluation of staff performance. College shall participate in the evaluation of the PHN's and HA's work in the development and operation of the Student Health Center.
- D. Daily operational hours of the Student Health Center shall be maintained at a minimum of 170 days (1,717 hours/year) to meet the needs of the College and the student population. The usual work week may be a combination of day and evening hours not to exceed 40 hours per week. The schedule may provide for some day and/or evening hours and outreach services at community sites. If additional Student Health Services hours are requested and approved in writing by the College, College will reimburse County for actual costs. County will not be required to provide staffing coverage for illness or other leave. However, County will make its best efforts to provide staff. If registry nurse services are needed to provide extended or short term staffing, College agrees to reimburse County for expenses of providing staff if extra staffing is approved in writing by the College. Nurse may not necessarily be a PHN.

#### 2. SCOPE OF STUDENT HEALTH SERVICES PROGRAM

- A. The County shall assist the College Student Health Center in promoting an understanding of health and aid in developing sound health practices by fulfilling the following functions:
  - 1. Giving health counseling and guidance services to students. The PHN will assess health problems and compliance with treatments and assist in providing health services or obtaining health care as needed.
  - 2. Providing first aid to students who present to Student Health Center and emergency response to other on campus locations during normal Student Health Center hours of operation.

County of Solano Standard Performance Contract

- 3. Providing and distributing health education materials supplied by many agencies through College Health Services.
- 4. Providing health education and counseling on medical problems such as diabetes, heart condition, epilepsy, orthopedic, counseling concerning family planning, pregnancy, sexually transmitted diseases, etc., advising on resources available in the community.
- 5. Performing common screening tests such as vision, hearing, blood pressure and blood glucose.
- 6. Providing information and referral regarding communicable disease control, immunizations (there may be times a limited supply of immunizations are available and given based on need), and provide TB skin tests if indicated.
- 7. Obtaining and maintaining confidential health records of students.
- 8. Providing information and/or workshops on drug abuse prevention and AIDS awareness.
- 9. Setting up or operating (if possible) special health screening clinics.
- 10. Functioning as a liaison between College personnel and community health resources.
- 11. Providing health education resources to counselors, instructors and students.
- 12. Providing communicable disease follow-up on tuberculosis, hepatitis, and other communicable disease reports in conjunction with Public Health Communicable Disease Nurse.
- 13. Participating in orientation classes relating to health services for new students.
- 14. Attending appropriate health services/college meetings as necessary.

# 3. SPACE, SUPPLIES, SUPPORT SERVICE, EQUIPMENT

- A. The College will provide suitable space, adequate lighting, telephone service, and furnishings and equipment to County program staff.
- B. Confidential office space for the following is to be provided by the College:
  - 1. Clerical/Records minimum 120 sq. feet
  - 2. Nursing Office minimum 100 sq. feet
  - 3. Exam Room minimum 100 sq. feet with sink
  - 4. Storage minimum 100 sq. feet
- C. The College will provide furniture and equipment for the Student Health Center. All furniture and equipment provided by the College shall remain the property of the College.
- D. The County will provide medical and first aid supplies, instruments, drugs, and pharmacy supplies as budgeted in Exhibit B.
- E. The County will provide infectious waste disposal through a separate contract and include the costs for such service in the rates set forth in Exhibit B.

# Exhibit B Solano County – Public Health Nursing Solano Community College Student Health Services Budget FY 2015/16

	# of Hr		Tot	al Expense
Public Health Nurse	1,520		\$	71,372
Public Health Nurse Senior	192		\$	9,902
Hlth Asst.				
Hrs / school year	1,440		\$	39,129
Base Salaries		=	\$	120,403
Benefits @	43.23%		\$	52,045
Total Salaries & Benefits		=	\$	172,448
Administrative Overhead	19.50%		\$	33,627
Services and Supplies:				
2151 Drugs and Pharmaceuticals		\$ 2,000		
2153 Medical/Dental Supplies		\$ 3,500		
2355 Mileage		\$ 880		
Total Services and Supplies		 =	\$	6,380
Total Budget			\$	212,455

# EXHIBIT C GENERAL TERMS AND CONDITIONS

#### 1. TIME

Time is of the essence in all terms and conditions of this Contract.

#### 2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

#### 3. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

#### 4. WARRANTY

- A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.
- B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

#### 5. DEFAULT

- A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.
- B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

#### 6. INDEMNIFICATION

- A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.
- B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

### 7. INSURANCE

#### A. Solano County

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars

Exhibit C Page 1 of 4 (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

#### B. Customer

- i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.
- ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$2,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any County claim for workers' compensation

#### 8. INDEPENDENT CUSTOMER

- A. The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.
- C. County may provide services to others during the same period County provides service to Customer under this Contract.

#### 9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

#### 10. CONFLICT OF INTEREST

A. Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

### General Terms and Conditions for Performance Agreements

#### 11. Inspection and Audit

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

#### 12. NONDISCRIMINATION

- A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

#### 13. Unforeseen Circumstances

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

#### 14. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

#### 15. CHANGES AND AMENDMENTS

- A. County may request changes in Customer's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Customer's compensation, shall be effective when incorporated in written amendments to this Contract.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

#### 16. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

#### 17. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

Exhibit C Page 3 of 4

#### 18. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

#### 19. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

#### 20. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained.

# EXHIBIT D SPECIAL TERMS AND CONDITIONS

# 1. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT Contractor shall execute the form attached as Exhibit D-1.

# 2. CONFIDENTIALITY

College and County shall not use client specific information for any purpose other than to carrying out the parties' obligations under this Contract and as permitted by law.

 AGENDA ITEM
 13.(a)

 MEETING DATE
 July 15, 2015

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

G	OVERNING BOARD	AGENDA ITEM	
TO:	Members of the Gov	erning Board	
SUBJECT:	RESOLUTION HONORING JOWEL C. LAGUERRE, PH.D.		
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
-	re, Ph.D. for his years	ation in appreciation for form of service, dedication, and	_
Approval of the resolution is	s requested at this time.		
Governmnt Code: N/A	Board Policy:	Estimated Fiscal	Impact: N/A
Governmit Code, 1971	Boura I oney.	Estimatea Fiscal	трасі. ТУА
SUPERINTENDENT'S RECO	OMMENDATION:		☐ DISAPPROVAL ☐ TABLE
Stan R. Arteri Interim Superintende			
PRESENTER'S	NAME		7
4000 Suisun Vall Fairfield, CA			
ADDRES		STAN R. ARTEI Interim Superintende	
(707) 864-7		mojim superment	AICT TOSICOIN
TELEPHONE N	UMBER		
Administrat	ion	July 6, 2015	
ORGANIZA	ΓΙΟΝ	DATE APPROV	

July 6, 2015

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

# 

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION HONORING

# JOWEL C. LAGUERRE, PH.D.

Whereas, Dr. Laguerre has served the Solano Community College District with distinction for 6 years since July 1, 2009, when he was appointed Superintendent-President of Solano Community College;

Whereas, Dr. Laguerre holds a Ph.D., in Educational Leadership for college and university administration, a Master's of Science in Education in School Administration and a Master's of Arts in French Literature from the University of Kansas, and a Certificate in Mathematics and Physics Education from l'Université d'Etat d'Haiti: Ecole Normale Supérieure, Port-au-Prince, Haiti.

Whereas, Prior to joining the Solano Community College District (SCCD), Dr. Laguerre was the Vice President for Academic Affairs at Truckee Meadows Community College (TMCC) in Reno Nevada;

Whereas, Dr. Laguerre previously served as Executive Vice President for Academic and Student Services at Montgomery College (Maryland);

Whereas, He held academic and student services positions at Lake Superior College (Minnesota), Vice President of Student Services and Learning Support, as well as Dean of Liberal Arts and Sciences and Director of Academic and Student Affairs;

Whereas, Since 1978, Dr. Laguerre has taught English as a second language, French, Haitian-Creole, physics and mathematics;

Whereas, He has published, in cooperation with Bryant C. Freeman, a Haitian-English dictionary and he recently published with Dr. Cécile Accilien through McGraw Hill a Haitian Phrasebook and is working on a Haitian-Creole textbook for those who want to learn Haitian-Creole;

Whereas, He founded TEACHERS OF TOMORROW to recruit young people into the teaching profession in response to the shortage of minority teachers;

Whereas, He was Director of the I HAVE A DREAM program in Kansas City, Missouri, where he mentored fifty-nine African-American-young men and women to become college students;

Whereas, At SCCD, Dr. Laguerre was instrumental in approving and supporting the UMOJA program which caters to African-American students;

Whereas, He led the College in a bond campaign to raise \$348M for new constructions – not limited to facilities renovations, technology upgrades, and a new Military Veterans Center;

Whereas, Dr. Laguerre is one of the founders of the Vallejo Education and Business Alliance (VEBA) as well as one of the founders of the Solano County Education Initiative (SCEI); which helps to coordinate activities among different organizations serving the young people of Solano County;

Whereas, Dr. Laguerre has also led the efforts to partner with Sonoma State University to offer bachelor's degrees at the SCCD Vallejo Center and also led the efforts to bring the Andrew Young Global Institute to the Vallejo Center;

# 

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION HONORING

# JOWEL C. LAGUERRE, PH.D.

(Continuing – Page 2)

Whereas, Dr. Laguerre led SCCDs efforts in awarding a Bachelor's Degree in Biomanufacturing, which will be offered at the forthcoming biotechnology and science building at the Vacaville Center location;

Whereas, Dr. Laguerre is a humanitarian who has devoted his life to service in support of Haiti relief efforts; He has been a visionary and an advocate for SSSD on the local, state, national, and international levels;

Whereas, He is a member of the Civic Leader and Advisor to the United States Air Force Secretary and the Chief of Staff. He has been a Rotarian for over ten years and was an honorary commander at Travis Air Force Base;

Whereas, at the Solano Community College District, Dr. Laguerre is credited with leading our efforts in being restored to full accreditation; now, therefore be it;

**Resolved**, That Dr. Jowel C. Laguerre's forward thinking that has led to transforming students' lives will be missed, and the Governing Board expresses its sincere appreciation for his numerous contributions to the College and wishes him success in future endeavors.

Passed and Adopted, This 15th day of July 2015, by the Governing Board of the Solano Community College District.

A. Marie Young, President	Michael A. Martin, Vice President
Monica Brown	Sarah E. Chapman, Ph.D.
Denis Honeychurch, J.D	Pam Keith
	Rosemary Thurston

AGENDA ITEM	13.(b)
MEETING DATE	July 15, 2015

GOVERNING BOARD AGENDA ITEM		
TO:	Members of the Go	overning Board
SUBJECT:	ACCJC ACCREDITATION STANDARD UPDATES TO BOARD POLICIES 1003, 1016, 1020, 1070, 1072, 1075, 1077, 2035, AND 2045	
REQUESTED ACTION:	APPROVAL	
SUMMARY:	-	
The Governing Board estable delegates responsibilities to		views Board institutional policies and appropriately cies.
mandates provided by the A	Accrediting Commission	Authority for Board policies to the most updated in for Community and Junior Colleges. Attached is ence/Authority for the policy.
Governmnt Code: N/A	Board Policy.	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S REC	OMMENDATION:	
Stan R. Arter Interim Superintende		
PRESENTER'S	NAME	
4000 Suisun Val Fairfield, CA		
ADDRES	SS	STANR. ARTERBERRY  Interim Superintendent-President
(707) 864-7	<sup>7</sup> 112	merna Supermendent-riesident

Administration July 6, 2015

ORGANIZATION DATE APPROVED BY SUPERINTENDENT-PRESIDENT

July 6, 2015

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

TELEPHONE NUMBER

DISTRICT MISSION 1003

**POLICY:** Mission Statement –

Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to helping our students achieve their educational, professional, and personal goals centered in basic skills education, workforce development and training, and transfer-level education. The College accomplishes this three-fold mission through its dedicated teaching, innovative programs, broad curricula, and services that are responsive to the complex needs of all students.

The mission shall be evaluated and revised on a regular basis.

REFERENCES/

AUTHORITY: WASC/ACCJC Standard One

ACCJC Accreditation Standard 1.A

**BP1003** 

**ADOPTED:** June 6, 2007

**REVISED:** June 6, 2007; March 17, 2010; Reviewed June 2, 2010; December

19, 2012

# SOLANO COMMUNITY COLLEGE DISTRICT POLICIES

### **DUTIES AND RESPONSIBILITIES OF THE BOARD**

1016

**POLICY:** 

The Governing Board governs on behalf of the citizens of the Solano Community College District in accordance with the authority granted and duties defined in <u>California</u> Education Code Section 70902

The duties and responsibilities of the board of trustees will be as follows:

- To hire, appoint, evaluate and dismiss the superintendent/president of the district.
- To determine the broad general policies which will govern the operation of the District.
- To adopt policies and procedures for the shared governance of the district and to review them periodically.
- To approve the annual budget.
- To approve the expenditure of all funds.
- To appoint or dismiss employees upon the recommendation of the Superintendent-President of the District.
- To fix the rate of compensation for all employees, and to review all salary schedules annually.
- To rule upon recommendations of the Superintendent-President on site utilization and physical plant development.
- To rule upon recommendations of the Superintendent-President on matters of capital outlay with references to buildings, major improvements and equipment.
- To rule upon recommendations of the Superintendent-President on matters of repairs and maintenance of the buildings, grounds and equipment.

# SOLANO COMMUNITY COLLEGE DISTRICT POLICIES

### DUTIES AND RESPONSIBILITIES OF THE BOARD

1016

- To require and consider reports from the Superintendent-President of the District concerning the program and conditions of the college.
- To consider and pass upon the curricular offerings of the college upon the recommendations of the Academic Senate/Superintendent-President of the District.
- To consider and pass upon the annual calendar.
- To consider and pass upon the recommendations of the Superintendent-President of the District in all matters of policy pertaining to the welfare of the College.
- To provide for the establishment of the necessary procedures to secure proper accounting of receipts and disbursements of all funds under the jurisdiction and control of the District.
- To provide for the annual audit of all funds of the District.
- To establish advisory committees as needed or required, and to approve the memberships of such committees.
- To serve as the final appeal board for students, employees, and citizens of the District.

The Board is committed to fulfilling its responsibilities to:

Represent the public interest.

Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations.

### SOLANO COMMUNITY COLLEGE DISTRICT POLICIES

#### **DUTIES AND RESPONSIBILITIES OF THE BOARD**

1016

Delegate power and authority to the Superintendent/President to effectively lead the District.

Assure fiscal health and stability.

Monitor institutional performance and educational

quality.

Advocate for and protect the District.

REFERENCES/

AUTHORITY: Accreditation Standard IVB.1.d

ACCJC Accreditation Standard IV

**BP1016** 

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; May 19, 1999; June 6, 2007; October 6, 2010;

April 2, 2014

### CODE OF ETHICS/STANDARDS OF PRACTICE

1020

**POLICY:** 

The following standards of performance establish a norm for trustee performance. The adoption of these standards is the Board commitment to a set of values guiding the performance of Board members.

Each member of the Governing Board shall:

- 1. Hold the educational welfare of the students of the District as a primary concern by:
- a. Ensuring that the District maintains equality of opportunity for all students regardless of race, creed, sex, sexual orientation, religion, age, physical ability, or national origin.
- b. Communicating the Board's interest in and respect for student accomplishments by attending student ceremonies and events.
- 2. Recognize that authority rests only with the Board in a legally constituted meeting and not with individual members.
- 3. Promote and maintain good relations with fellow Board members by:
- a. Giving each member courteous consideration of his/her opinion.
- b. Recognizing the importance of keeping an open mind and promoting the opportunity to think through other facts and points of view which may be presented at legally constituted Board meetings.
- 4. Recognize that he/she is responsible to all citizens of the District, not solely to those who elected the member. The authority delegated to the Board member by the voters must be exercised with as much care and concern for the least influential as for the most influential member of the community.
- 5. Attend and participate in all meetings insofar as possible, having prepared for discussion and decision by studying all agenda materials.

- a. Base decisions upon all available facts in each situation.
- b. Maintain independent judgment unbiased by private interest or partisan political pressure.
- c. Abide by and uphold the final majority decision of the Board.
- 6. Recognize that the primary function of the Board is to establish the policies by which Solano Community College District is to be administered. Welcome and encourage the active involvement of employees, students, and the public, and consider their views in deliberations and decisions as a Board member by adhering to the law and spirit of the open meeting laws and regulations.
- 7. Delegate authority to the Superintendent-President as the chief executive officer and confine Board action to policy determination, planning, overall approval and evaluation, and maintaining the fiscal stability and instructional integrity of the District.
- 8. Conduct all District business in open public meetings and hold Closed Sessions only for those purposes permitted by law. Maintain confidentiality of all privileged information communicated in Closed Session.
- 9. Avoid any situation that may constitute a conflict of interest. Inform the entire Board or the Board President when a matter under consideration might involve or appear to involve a conflict of interest.
- 10. Utilize opportunities to enhance his/her role as a Board member through participation in educational conferences, workshops, and training sessions offered by local, state, and national organizations. This also includes being informed about the actions and positions of state and national community college trustees' associations.
- 11. Adhere to the Board Code of Conduct adopted February 4, 2009.

# CODE OF ETHICS/STANDARDS OF PRACTICE

1020

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

Accreditation Standards IV.B.1.a, e, and h

**ACCJC Accreditation Standard IV.C.11** 

**BP1020** 

ADOPTED: October 6, 1993

**REVISED:** May 19, 1999; June 6, 2007; Reviewed June 2, 2010;

June 18, 2014

#### **BOARD SELF-EVALUATION**

1070

#### POLICY:

The Board is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning. To that end, the Board has established the following processes:

- 1. Once a year, at the Annual Board Retreat, the Board will conduct a self-evaluation.
- 2. The evaluation instrument incorporates criteria contained in these Board policies regarding Board operations, as well as criteria defining Board effectiveness promulgated by recognized practitioners in the field.
- 3. Board members will be asked to complete the evaluation instrument and submit them to the Secretary of the Board prior to the Retreat.
- 4. A summary of the evaluations will be presented and discussed at the Board Retreat session scheduled for that purpose.
- 5. The result will be used to identify accomplishments in the past year and goals for the following year.

REFERENCES/

**AUTHORITY:** Accreditation Standard 4.B.1.G

ACCJC Accreditation Standard IV.C.10

BP1070

**ADOPTED:** July 6, 2007

**REVISED:** October 7, 2009; Reviewed October 20, 2010

BOARD EDUCATION 1072

POLICY: The Board is committed to its ongoing development as a

Board and to a trustee education program that includes new

trustee orientation.

To that end, the Board will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster trustee education.

REFERENCES/

AUTHORITY: <u>Accreditation Standard IV.B.1.f.</u>

**ACCJC Accreditation Standard IV.C.9** 

**BP1072** 

**ADOPTED:** June 6, 2007

**REVISED:** Reviewed October 20, 2010

#### DELEGATION OF AUTHORITY TO SUPERINTENDENT-PRESIDENT

1075

**POLICY:** 

The Board delegates to the Superintendent-President the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The Superintendent-President may delegate any powers and duties entrusted to him or her by the Board including the administration of Solano College, Travis University Center, Vacaville Center, and the Vallejo Center, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Superintendent-President is empowered to reasonably interpret Board policy. In situations where there is no Board policy direction, the Superintendent-President shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the Superintendent-President to inform the Board of such action and to recommend written Board policy if one is required.

The Superintendent-President is expected to perform the duties contained in the Superintendent-President job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the Superintendent-President.

The Superintendent-President shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

The Superintendent-President shall make available any information or give any report requested by the Board as a whole. Individual trustee requests for information shall be met if, in the opinion of the Superintendent-President, they are not unduly burdensome or disruptive to District operations. Information provided to any trustee shall be available to all trustees.

The Superintendent-President shall act as the professional advisor to the Board in policy formation.

# DELEGATION OF AUTHORITY TO SUPERINTENDENT-PRESIDENT

1075

REFERENCES/

AUTHORITY: California Education Code Sections 70902(d), 72400

ACCJC Accreditation Standard IV.B.1.j; IV.B.2 IV.B.5, IV.C.12 and

<u>IV.D.1</u>

**BP 1075** 

**ADOPTED:** June 6, 2007

**REVISED:** Reviewed October 6, 2010

#### PARTICIPATION IN LOCAL DECISION MAKING

1077

**POLICY:** 

The Governing Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent/President action under which the District is governed and administered.

Each of the following groups shall participate as required by law in the decision-making processes of the District:

# Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.

# Staff (Title 5, Section 51023.5)

Staff shall be provided with opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of the (insert names of groups) will be given every reasonable consideration.

#### Students (Title 5, Section 51023.7.)

The Associated Students shall be given an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Students.

Except for unforeseeable emergency situations the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate within the following timeframe:

- (1) The applicable campus group or groups shall have no more than two months (three months if over summer or semester break) from the Boards first reading of a policy to propose addition(s) to a policy or agree to policy as submitted to the Board for first reading.
- (2) After a policy has been perused by all applicable campus groups for their input, the secretary of the Board shall submit the proposed policy to the Board Ad hoc Policy Committee within two weeks following the meeting date at which policy was reviewed by the last campus group submitting their input on the policy that was submitted to the Board for first reading.
- (3) The Board Ad Hoc Policy Committee will recommend the policy to the Board for approval by the second Governing Board meeting following receipt of policy from the Secretary of the Board.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

# REFERENCES/ AUTHORITY:

Education Code Section 70902 (b)(7); Title 5 Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students); Accreditation Standard IV.A.

ACCJC Accreditation Standards and IV.A and IV.D.7

**BP 1077** 

**ADOPTED:** June 18, 2014

#### **EVALUATION OF SUPERINTENDENT/PRESIDENT**

2035

**POLICY:** 

The Governing Board shall evaluate the Superintendent/President, at least annually. Such evaluation shall comply with any requirements set forth in the contract of employment with the Superintendent/President as well as this policy.

The Board shall evaluate the Superintendent/ President using a confidential evaluation process developed and jointly agreed to by the Board and the Superintendent/President.

The criteria for evaluation shall be based on board policy, the Superintendent/President job description, and performance goals and objectives developed in accordance with Board Policy 2030.

In the evaluation process, the Governing Board shall review the roles and responsibilities of the Superintendent/President and shall assess the overall effectiveness in performing these functions.

REFERENCES/ AUTHORITY: ACCJC Accreditation Standard IV.B.1 IV.C.3

ADOPTED: October 6, 1993

**REVISED:** February 21, 2007

GF/no

#### SOLANO COMMUNITY COLLEGE DISTRICT

#### SELECTION OF SUPERINTENDENT-PRESIDENT

**POLICY NO. 2045** 

POLICY: In the case of a vacancy for the Superintendent-President of the College, the Board of Trustees shall establish a search process to fill the vacancy that is fair, open and complies with relevant regulations. The process which is the sole responsibility of the Board shall comply with procedures approved by the Board.

The initial contract of the Superintendent-President will be negotiated to the mutual agreement of the Superintendent-President and the Board for a term not to exceed four years.

The contract will be reviewed and/or revised annually through an evaluation process as established and approved by Board Policy and Board Procedure 2045, evaluation of the Superintendent-President, and renewed by mutual agreement of the Board and the Superintendent-President.

REFERENCES/

AUTHORITIES: <u>California Education Code Section 72000</u>

ACCJC Accreditation Standard IV.B.1, IV.B.1.; IV.B and IV.C.3

Title 5, Section 53000 et seq.

**BP 2045** 

**ADOPTED:** June 5, 2013

AGENDA ITEM	13.(c)
MEETING DATE	July 15, 2015

GOVERNING BOARD AGENDA ITEM		
TO:	MEMBERS OF THE GOVERNING BOARD	
SUBJECT:	DISTRICT AUTHORIZED SIGNATURES SIGNING AUTHORITY, RESOLUTION NO. 15/16-01	
REQUESTED ACTION:	APPROVAL	
SUMMARY:		
Board approval is requested signature form and Resolution	<u> </u>	orized signatures per the following official
Government Code: N/A	Board Policy	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S RECO		□ APPROVAL     □ DISAPPROVAL     □ NOT REQUIRED □ TABLE
Yulian I. Ligioso, Vice Finance & Adminis		
PRESENTER'S N	AME	
4000 Suisun Valley		
Fairfield, CA 94	334	STAN R. ARTERBERRY
ADDRESS		Superintendent-President
707 864-7209	)	Supermitted in 1100 and 11
TELEPHONE NU		
Finance and Admini	stration	July 1, 2015
ORGANIZATI	ON	DATE APPROVED BY SUPERINTENDENT-PRESIDENT

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

July 1, 2015

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

# RESOLUTION TO AUTHORIZE SIGNATURES ON OFFICIAL FINANCIAL DOCUMENTS

#### **RESOLUTION NO. 15/16 – 01**

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

A. MARIE YOUNG

**BOARD PRESIDENT** 

STAN R. ARTERBERRY

SUPERINTENDENT-PRESIDENT

YULIAN I. LIGIOSO

VICE PRESIDENT, FINANCE AND ADMINISTRATION

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION TO AUTHORIZE SIGNATURES ON **OFFICIAL FINANCIAL DOCUMENTS RESOLUTION NO. 15/16 – 01** (Continuing – Page 2) LESLIE MINOR VICE PRESIDENT, ACADEMIC AFFAIRS **GREGORY BROWN** VICE PRESIDENT, STUDENT SERVICES WADE LARSON ASSOCIATE VICE PRESIDENT, HUMAN RESOURCES **LEIGH SATA** EXECUTIVE BONDS MANAGER 

PATRICK KILLINGSWORTH

DIRECTOR, FISCAL SERVICES

28

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

# RESOLUTION TO AUTHORIZE SIGNATURES ON OFFICIAL FINANCIAL DOCUMENTS

**RESOLUTION NO. 15/16 - 01** 

(Continuing - Page 3)

**ADIL AHMED** 

INTERIM ACCOUNTING MANAGER, FISCAL SERVICES

JOHN BILMONT

ACCOUNTING MANAGER, BOND

PASSED AND ADOPTED this 15th day of July 2015 by the Governing Board of the

Solano Community College District.

A. MARIE YOUNG

**BOARD PRESIDENT** 

STAN ARTERBERRY

**SECRETARY** 

AGENDA ITEM	13.(d)
MEETING DATE	July 15, 2015

TO:	Members	of the	Governing	Roard
10.	MICHINGI 2	or the	Governma	Duaru

SUBJECT: CONTRACT AWARD TO JLC CONTRACTING, INC., FOR

CONSTRUCTION SERVICES FOR SMALL CAPITAL PROJECTS – PORTABLE CLASSROOMS (PHASE II)

REQUESTED ACTION: APPROVAL

#### **SUMMARY:**

Board approval is requested for the award of a construction contract to JLC Contracting Inc., for Small Capital Projects – Portable Classrooms Phase II. The scope of work includes site preparation for the last phase of the portable classrooms, including the installation of two ADA landing ramps and parking lot restriping.

JLC Contracting, Inc., submitted a bid and W.A. Thomas Co., Inc., DPR Construction were deemed non-responsive. The lowest responsive, responsible bidder was JLC Contracting Inc., with a proposal of \$13,900.

Impact to Student Success: Preparation of temporary instructional classroom space.

The Board is asked to approve a contract to JLC Contracting Inc., in the amount of \$13,900.00

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

Government Code: N/A Board Policy:	Estimated Fiscal Impact: \$13,900 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION	N: APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Leigh Sata	<del></del>
Executive Bonds Manager	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	STAN R. ARTERBERRY
	Interim Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	
Administration	July 1, 2015
ORGANIZATION	DATE APPROVED BY
	INTERIM SUPERINTENDENT-PRESIDENT
July 1, 2015	
DATE SUBMITTED TO	
INTERIM SUPERINTENDENT-PRESIDEN	TT .

<b>AGENDA ITEM</b>	13.(e)
<b>MEETING DATE</b>	July 15, 2015

TO:

Members of the Governing Board

**SUBJECT:** 

CONTRACT AWARD TO MADI ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR

THE AGRICULTURE (HORTICULTURE) PROJECT

REQUESTED ACTION:

**APPROVAL** 

#### **SUMMARY:**

Board approval is requested for the contract award to MADI Architects to provide full architectural and engineering services for the Agriculture (Horticulture) Project. The scope of work includes providing programming, design, user group meetings and construction phase documents for all phases of the Horticulture project. MADI Architects is part of the Measure Q pool of Board approved architectural firms. Proposals were solicited from several firms from within the Board approved pool of architects, including Ratcliff, HKIT Architects, MADI Architecture and LPAS Architecture. With the exception of MADI Architects, all firms were deemed non-responsive as they elected not to submit their proposal. Based on their qualifications a price proposal, MADI was deemed the best value with a proposal in the amount of \$135,000.

Impact to Student Success: Renovation and expansion of instructional program.

The Board is asked to approve a contract to MADI Architects in the amount of \$135,000.00.

The contract is available onling	ne at <u>http://www</u>	.solano.edu/measureq/planning.ph	<u>p.</u>
Government Code: N/A	Board Policy:	Estimated Fiscal Impact: \$135,000	Measure Q Funds
SUPERINTENDENT'S RECO	MMENDATION:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Leigh Sata			
Executive Bonds N			
PRESENTER'S	NAME		
4000 Suisun Valle Fairfield, CA 94			
ADDRESS		STAN R. ART	3
(707) 863-78	55		
TELEPHONE NU	MBER	_	
Administration	on	July 1, 201	5
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	_	INTERIM SUPERINTE	NDENT-PRESIDENT
July 1, 201:			
DATE SUBMITT			
INTERIM SUPERINTENDI	ENT-PRESIDENT		

AGENDA ITEM	_13.(f)
<b>MEETING DATE</b>	July 15, 2015

TO.	Manchaus of the Consum	ina Daand	
TO:	Members of the Govern	ing board	
SUBJECT:	CONTRACT AWARD ELECTRICAL SERVIC PROJECTS - BUILDIN IMPROVEMENTS PRO	CES FOR SMALL C G 1800 CLASSROC	CAPITAL
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
Board approval is requested f Small Capital Projects - Bui includes providing electrica Mechatronics and Shop progr	lding 1800 Classroom Im Il work required for cla	provements Project.	The scope of work
JLC Contracting, Inc., Sac Valowest responsive, responsible			
Impact to Student Success: Re	enovation and improvemen	its to existing instruct	ional spaces.
The Board is asked to approve	e a contract to JLC Contrac	eting Inc., in the amou	ant of \$14,948.00
The contract is available onling	ne at http://www.solano.ed	u/measureq/planning.	php.
Government Code: N/A Boo	ard Policy: Estimated Fisc	al Impact: \$14,948 M	leasure Q Funds
SUPERINTENDENT'S RECO	MMENDATION:	APPROVAL     □ NOT REQUIRED	☐ DISAPPROVAL
Leigh Sata			
Executive Bonds Ma			
PRESENTER'S NA	AME		
4000 Suisun Valley	Dood		7
Fairfield, CA 945			
ADDRESS		STAN ARTE	RBERRY
		Interim Superinten	dent-President
(707) 863-7855	<u>;                                    </u>	ζ,	
TELEPHONE NUM	1BER		
Administration		July 1, 2	Λ15
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July 1, 2015

DATE SUBMITTED TO
INTERIM SUPERINTENDENT-PRESIDENT

AGENDA ITEM	13.(g)
<b>MEETING DATE</b>	July 15, 2015

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO LIONAKIS FOR

ARCHITECTURAL AND ENGINEERING ASSESSMENT

SERVICES FOR SMALL CAPITAL PROJECTS -

**BUILDING 300 FEASIBILITY STUDY** 

**REQUESTED ACTION:** APPROVAL

#### **SUMMARY:**

Board approval is requested for the award of a professional services contract to Lionakis to provide architectural and engineering assessment services for "Small Capital Projects – Building 300 Feasibility Study." When the new Science Building is completed on the Fairfield campus, Building 300 will be available for new uses. The Consultant's scope of work includes a detailed evaluation of the existing conditions, including a review of the structural, mechanical, plumbing and electrical systems.

Proposals were solicited from several firms from within the Board approved pool of architects, including Lionakis, ED2 International, and FLAD. Based on specific qualifications for this work and a required price proposal, Lionakis was deemed the best value with a proposal in the amount of \$42,570.

Impact on Student Success: Planning for the re-purposing of existing instructional space.

The Board is asked to approve a contract to Lionakis in the amount of \$42,570.00

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

Government Code:	Board Policy	Estimated Fiscal Impact: \$42,570 Measure Q Funds
SUPERINTENDENT'	S RECOMMENDATIO	ON: APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Lei	igh Sata	
Executive	Bonds Manager	
PRESEN'	TER'S NAME	
4000 Suisi	un Valley Road	
Fairfiel	d, CA 94534	
AD	DRESS	STAN R. ARTERBERRY
		Interim Superintendent-President
(707)	863-7855	
TELEPHO	ONE NUMBER	
Adm	inistration	July 1, 2015
ORGA	NIZATION	DATE APPROVED BY
		INTERIM SUPERINTENDENT-PRESIDENT
July	y 1, 2015	
DATE SU	BMITTED TO	<del></del>
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AGENDA ITEM	13.(h)
<b>MEETING DATE</b>	July 15, 2015

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Members of the Governing Board

**SUBJECT:** 

CONTRACT AWARD TO CA ARCHITECTS FOR

ARCHITECTURAL AND ENGINEERING SERVICES FOR

**BUILDING 1300 KILN DESIGN PROJECT** 

**REQUESTED ACTION:** 

APPROVAL

### **SUMMARY:**

Board approval is requested for the contract award to CA Architects to provide architectural and engineering services for the Building 1300 Kiln Project. The consultant scope of work includes providing design, construction administration, and Division of State Architect closeout to address the kiln and surrounding fence improvements.

Impact to Student Success: Repair and update instructional space and equipment to meet DSA standards.

The Board is asked to approve a contract to CA Architects in the amount of \$11,450.00

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

Government Code: N/A Board Policy: Est	timated Fiscal Impact: \$11,450 Measure G Funds
SUPERINTENDENT'S RECOMMENDATION:	
Leigh Sata	
Executive Bonds Manager	_
PRESENTER'S NAME	_
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	STAN ARTERBERRY Interim Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	_
Administration	July 1, 2015
ORGANIZATION	DATE APPROVED BY
	INTERIM SUPERINTENDENT-PRESIDENT
July 1, 2015	
DATE SUBMITTED TO INTERIM SUPERINTENDENT-PRESIDENT	_

<b>AGENDA ITEM</b>	13.(i)
<b>MEETING DATE</b>	July 15, 2015

TO:

Members of the Governing Board

**SUBJECT:** 

CONTRACT AWARD TO WALLACE KUHL &

ASSOCIATES FOR GEOTECHNICAL SERVICES FOR

THE SCIENCE BULDING (PHASE I) PROJECT

**REQUESTED ACTION:** 

**APPROVAL** 

# **SUMMARY:**

Board approval is requested for the award of a professional services contract to Wallace Kuhl & Associates to provide a geotechnical investigation and report for the Fairfield Science Building (Phase I) Project. The scope of work includes all associated geotechnical services for a report that will be submitted to the Department of General Services, as part of the usual project approval process.

Four firms from the Board approved pool of geotechnical consultants, including Wallace Kuhl & Associates, KC Engineering Company, Neil O. Anderson & Associates, and Ninyo & Moore, each submitted a proposal. Based on their qualifications and price proposal, Wallace Kuhl & Associates' proposal was considered the best value for this project.

Impact to Student Success: Required preparation for the construction of state-of-the-art science building on the Fairfield campus.

The Board is asked to approve a contract to Wallace Kuhl & Associates in the amount of \$13,800.00

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

Government Code: N/A Board Policy: Esti	mated Fiscal Impact: \$13,800 Measure Q Funds			
SUPERINTENDENT'S RECOMMENDATION:	APPROVAL ☐ DISAPPROVAL     NOT REQUIRED ☐ TABLE			
Leigh Sata				
Executive Bonds Manager				
PRESENTER'S NAME				
4000 Suisun Valley Road Fairfield, CA 94534				
ADDRESS	STAN R. ARTERBERRY			
	Interim Superintendent-President			
(707) 863-7855				
TELEPHONE NUMBER				
Administration	July 1, 2015			
ORGANIZATION	DATE APPROVED BY			
	INTERIM SUPERINTENDENT-PRESIDENT			
July 1, 2015				
DATE SUBMITTED TO	-			
INTERIM SUPERINTENDENT_PRESIDENT				

AGENDA ITEM	13.(j)
MEETING DATE	July 15, 2015

го:	Members of the	<b>Governing Board</b>

SUBJECT: CONTRACT AWARD TO DECORATOR DRAPERIES FOR

CONSTRUCTION SERVICES FOR SMALL CAPITAL

PROJECTS: TECHNOLOGY CLASSROOMS

IMPLEMENTATION AND BUILDING 1800 CLASSROOM

IMPROVEMENTS PROJECT

**REQUESTED ACTION:** APPROVAL

INTERIM SUPERINTENDENT-PRESIDENT

#### **SUMMARY:**

Board approval is requested for the award of a construction contract to Decorator Draperies for Small Capitol Projects: Technology Classrooms Implementation and B1800 Classrooms Improvement Project. The scope of work includes providing and installing new window shades in several classrooms on the Fairfield Campus. This scope of work is part of the first phase of District 21<sup>st</sup> Century/Technology Classrooms initiative implementation and also meets District standards.

Blind Butler and Decorator Draperies each submitted a bid, and American Blinds and Drapes was deemed non-responsive. The lowest responsive, responsible bidder was Decorator Draperies with a proposal of \$5,560.00.

Impact to Student Success: Renovation and upgrade to existing instructional space.

The Board is asked to approve a contract to Decorator Draperies, in the amount of \$5,560.00

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

Government Code:	Board Policy:	Estim	ated Fiscal Impact: \$5,560.00 Measure Q Funds
SUPERINTENDENT	'S RECOMMENDAT	ΓΙΟΝ:	
Le	igh Sata		
Executive	Bonds Manager		
PRESEN	TER'S NAME		
	un Valley Road d, CA 94534		
AΓ	DRESS		STAN R. ARTERBERRY
(707)	) 863-7855		Interim Superintendent-President
TELEPHO	ONE NUMBER		
Adm	inistration		July 1, 2015
ORGA	NIZATION		DATE APPROVED BY
			INTERIM SUPERINTENDENT-PRESIDENT
July	y 1, 2015		
DATE SU	BMITTED TO		

AGENDA ITEM	13.(k)
MEETING DATE	July 15, 2015

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO SAC VALLEY ELECTRIC FOR CONSTRUCTION SERVICES FOR SMALL CAPITAL PROJECTS – PORTABLE CLASSROOMS (PHASE II)
REQUESTED ACTION:	APPROVAL

# **SUMMARY:**

Board approval is requested for the award of a construction contract to Sac Valley Electric for Small Capital Projects – Portable Classrooms (Phase II.) The scope of work includes the provisioning of electrical and fire alarm service, for portable classroom 1104.

Sac Valley Electric submitted a bid and Golden West Electric, Coast Electric were deemed non-responsive. The lowest responsive, responsible bidder was Sac Valley Electric with a bid of \$14,875.00.

Impact to Student Success: Preparation of a temporary instructional classroom.

The Board is asked to approve a contract to Sac Valley Electric in the amount of \$14,875.00

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

Government Code: N/A Board Policy: 1	Estimated Fiscal Impact: \$14,875.00 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION	N:
Leigh Sata	
Executive Bonds Manager	
PRESENTER'S NAME	_
4000 Suisun Valley Road	
Fairfield, CA 94534	
ADDRESS	STAN R. ARTERBERRY
	Interim Superintendent-President
(707) 863-7855	<u> </u>
TELEPHONE NUMBER	
Administration	July 1, 2015
ORGANIZATION	DATE APPROVED BY
	INTERIM SUPERINTENDENT-PRESIDENT
July 1, 2015	
DATE SUBMITTED TO	
INTERIM SUPERINTENDENT-PRESIDENT	יי

AGENDA ITEM	_13.(1)
<b>MEETING DATE</b>	July 15, 2015

TO:	Members	of the	Governing	Roard
10.	Melliner	от спе	Guverning	Duaru

SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP INC.,

FOR PROFESSIONAL SERVICES FOR THE DISTRICTWIDE IT INFRASTRUCTURE

**IMPROVEMENTS PROJECT** 

**REQUESTED ACTION:** APPROVAL

#### **SUMMARY:**

Board approval is requested for the contract award to Development Group Inc., to provide professional services for the Districtwide IT Infrastructure Improvements Project. The consultant scope of work includes providing network and infrastructure engineering services for the Districtwide Network Infrastructure Upgrade phase of the overall IT Project.

The purpose of this project is to build a next generation network that is secure, scalable, affordable and reliable. A request for qualification and proposal (RFQ/P) was issued by the District on February 11, 2015 and on March 18, 2015 the District received ten (10) proposals. A selection committee reviewed the proposals, selected and interviewed the top two (2) firms.

#### CONTINUED ON NEXT PAGE

Government Code:	Board Policy:	Estimated Fiscal	Impact:		Measure Q Funds General Fund
SUPERINTENDENT'S	S RECOMMENDA	ΓΙΟΝ:		PROVAL T REQUIRED	☐ DISAPPROVAL ☐ TABLE
-	er Clague hnology Officer				
PRESEN	TER'S NAME	<del>,</del>			
	sun Valley Road ld, CA 94534	/_			
ADDRESS				STAN R. ARTE	
(707) 864-7264			111(	erim Superintend	ent-President
TELEPH	ONE NUMBER				
Adn	ninistration			July 8, 2	2015
ORGA	NIZATION			DATE APPR	
			INTERI	M SUPERINTE	NDENT-PRESIDENT
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# AGENDA ITEM 13.(1) MEETING DATE July 15, 2015

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP INC.,

FOR PROFESSIONAL SERVICES FOR THE DISTRICTWIDE IT INFRASTRUCTURE

**IMPROVEMENTS PROJECT** 

**REQUESTED ACTION:** APPROVAL

CONTINUED FROM PREVIOUS PAGE:

On June 3, 2015, District's Chief Technology Officer provided an update to the Board of Trustees on this project status. Contract negotiations are complete and the Governing Board is asked to approve the Development Group Inc. contract for the Districtwide IT Infrastructure Project.

Impact to Student Success: Update and increase network infrastructure capacity to support instructional spaces and equipment to meet current building standards.

The Board is asked to approve a contract to Development Group Inc., in the amount of \$1,900,062.65

The general fund items will be replacing the existing maintenance agreements and should have a near net impact to the budget.

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

AGENDA ITEM 13.(m)
MEETING DATE July 15, 2015

### SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AFFILIATION AGREEMENT BETWEEN SOLANO

**COMMUNITY COLLEGE DISTRICT AND SOUTH** 

UNIVERSITY, LLC, SAVANNAH, GEORGIA

**REQUESTED ACTION: APPROVAL** 

SUPERINTENDENT-PRESIDENT

#### **SUMMARY:**

A new affiliation agreement between Solano Community College District and South University, LLC d/b/a South University – Savannah, 709 Mall Boulevard, Savannah, Georgia, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing staff development opportunities for the Nursing faculty and by enabling the Program to maintain curriculum currency through exposure to current research.

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 Laurel Creek Health Center/Paradise Valley, Fairfield, California.

Consequent Code: CCD 1427 Pound Polimy 2520 Estimated Fixed Impact: \$ NONE

It is our recommendation that the Governing Board approve the Agreement as attached.

BOT 2013-14 Goal: Access and Success	J20 Estinatea Piscai Impaci. \$ NONE
SUPERINTENDENT'S RECOMMENDATION:	
Glenn Burgess, RN, MA, Interim Nursing Program	-
Director	
School of Health Sciences	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	STAN R. ARTERBERRY
	Interim Superintendent-President
707-864-7108	-
TELEPHONE NUMBER	
Academic Affairs	July 1, 2015
ORGANIZATION	DATE APPROVED BY
July 1, 2015	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

#### **Affiliation Agreement**

This Affiliation Agreement is entered into between South University, LLC d/b/a South University - Savannah (hereinafter referred to as "School") located at 709 Mall Boulevard, Savannah, GA 31406-4805 and Solano Community College, School of Health Sciences (hereinafter referred to as "Facility"), located at 4000 Suisun Valley Road, Fairfield, CA 94534 and is effective on the 1st day of July, 2015 ("Effective Date") for a one year term and will automatically renew for subsequent one year terms unless either party provides a notice of non-renewal to the other party thirty (30) days prior to the end of any term.

#### Recitals

WHEREAS, School offers programs of study in Anesthesiologist Assistant, Physician Assistant, and Nursing and desires that its students complete a clinical training experience (i.e., a practicum, internship, fieldwork, preceptorship, etc.) (hereinafter referred to as "Clinical Training Experience") to obtain experience at Facility in furtherance of the School's program(s). Facility has agreed to make its location(s) available to School and its students for this purpose. Note, this Agreement is only applicable to Anesthesiologist Assistants in states in which Anesthesiologist Assistants are permitted to practice.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### A. School and Facility Responsibilities

- 1. School has full responsibility for the academic content of the Internship and the credit granted for its satisfactory completion, and School and Facility will agree in advance of the start date of the Internship on the specific studies and research that will occur.
- 2. The students shall be directly supervised by an employee of Facility who is approved in advance by the School and meets Facility's requirements for such position. The students' supervisor shall not be an employee of School or a currently enrolled student of School.
- 3. The parties will mutually agree to the number of students that can participate in the Internship prior to the start date.
- 4. School will advise its students and each faculty member (if on site) to comply with all of Facility's policies and procedures, including but not limited to the requirement to keep all patient related medical information confidential and to comply with the Facility's policy regarding the Health Insurance Portability and Accountability Act (HIPAA).
- 5. School will advise its students and each faculty member (if on site) to comply with any of Facility's requirements regarding criminal background checks/drug screening. Facility shall provide students a copy of its policy regarding background checks/drug screening and shall instruct students to comply with said policy; any costs for the background check/drug screening is at the students' expense. Facility shall apply the same criteria to students and faculty members as they do to Facility employees under their current hiring practices. School will advise students and faculty members that as a result of a criminal background check/drug screening Facility may reject any student or faculty member and bar them from the Facility in accordance with Facility policies.

- 6. School will advise its students and each faculty member (if on site) to comply with any requirements of Facility regarding immunizations. Any immunizations required which faculty member or student does not yet have must be obtained prior to beginning the Internship and the cost for the immunization shall be paid for by student or students' own medical coverage.
- 7. Facility will provide an appropriate orientation to the students and faculty member (if on site) and advise them of all applicable rules and regulations including orientation to the risk of exposure to blood borne viral diseases such as HBV/HIV and to other communicable diseases; to chemical and other environmental hazards in compliance with federal hazard communications regulations; to fire safety procedures at the Facility; and to provide basic training on the confidentiality and privacy requirements of the federal HIPAA law.
- 8. Facility shall provide a safe physical facility and environment in addition to adequate instruction, supervision, guidance and evaluation of students. The Facility shall complete and promptly return any evaluations requested by School. Both parties agree to cooperate with each other and share information in the event that any investigation is conducted with respect to a student's experience or performance at Facility. Students may be asked to sign a form granting School and Facility permission to share information relevant to his or her experience or performance.
- 9. Facility may terminate a student or faculty member (if on site) from participating in an Internship if Facility determines in its sole opinion and discretion that the student's conduct or work with clients, patients or personnel is not in accordance with acceptable standards of performance.
- 10. Upon request of School, Facility shall provide classroom space for the use of students and faculty member (if on site) subject to availability and provide them the privilege of using libraries, lounges, cafeterias, rest rooms, etc. on the same basis as Facility employees.
- 11. School will advise its students and faculty (if on site) that it is the responsibility of the student and faculty for the cost of his or her own health insurance and medical costs as Facility is not providing any such insurance for them.
- 12. Facility shall make available to students and faculty member (if on site) any necessary emergency care for injuries or illnesses arising out of their program participation. Applicable insurance policies may be billed for the provision of these services.
- 13. School will advise its students that Facility does not consider them to be employees. If Facility is paying any students, the individual student is responsible to make all required withholdings for state and federal income tax purposes. At all times, neither students nor faculty members (if on site) are considered employees of Facility. If any compensation is paid by Facility to students, it shall be agreed to in writing by student and Facility before the start of the Internship.
- 14. The School is responsible at all times for the negligent and willful acts and omissions of its employees and agents, including its faculty. In addition, the Facility is responsible at all times for the negligent and willful acts and omissions of its employees and agents.
- 15. Facility shall indemnify, hold harmless and defend School, its officers, directors, employees, parent companies and agents from and against any and all losses, liabilities, claims, damages,

causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from Facility's breach of any covenants or obligations set forth in this Agreement. This obligation shall survive the termination of this Agreement.

- 16. School shall indemnify, hold harmless and defend Facility, its officers, directors, employees and agents from and against any and all losses, liabilities, claims, damages, causes of action, costs and expenses, including reasonable attorneys' fees and litigation costs arising from School's breach of any covenants or obligations set forth in this Agreement. This obligation shall survive the termination of this Agreement.
- 17. The ultimate responsibility for the care of patients and the direction of Facility's operation is with Facility.
- 18. School shall provide and maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence \$3,000,000 aggregate. In addition, School shall maintain professional liability insurance that covers the School, all students, and instructors at the School. The blanket professional liability insurance policy will be in the amount of not less than \$1,000,000 per claim/\$3,000,000 aggregate. The School shall provide a certificate of insurance at the request of Facility.
- 19. Facility shall provide and maintain comprehensive professional and general liability insurance (which covers Facility and Facility's employees) of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate as well as excess liability insurance of not less than \$1,000,000. A certificate of insurance evidencing such insurance coverage shall be provided to School. To the extent permitted by Facility's insurance policy, the general liability insurance shall name as additional insured, Education Management Corporation its schools, directors, subsidiaries, officers, employees, assigns, agents and board members.
- 20. In the event a preceptor is utilized at the Facility, the preceptor shall comply with all applicable state board requirements and other responsibilities agreed to by the parties.
- 21. School and Facility agree that both students and faculty members will not transport patients or Facility employees in connection with the Clinical Training Experience.
- 22. In the event that Student will be riding in a vehicle with an employee of Facility, Facility shall provide and maintain automobile, or umbrella, insurance of not less than \$5,000,000. A certificate of insurance evidencing such insurance coverage shall be provided to School.

#### B. General Provisions

- 1. This agreement may be terminated by either party with or without cause by providing thirty (30) days written notice to the other party. In the event of termination during an Internship, Facility will allow students to complete their Internship.
- The parties to this Agreement are independent contractors. Neither School nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of Facility. In addition, neither Facility, nor any of its faculty, students or employees shall hold themselves out as employees, agents or partners of School.

- 3. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the Internship provided hereunder is mutually beneficial.
- 4. Each party agrees in the performance of this Agreement not to discriminate on the basis of race, ethnicity, national origin, gender, age, religion, disability, sexual orientation, or any other basis prohibited by law in the jurisdiction in which the Agreement is to be performed.
- 5. Notices. Any and all notices required shall be deemed delivered when received by registered, certified or express mail to:

#### If to School:

Anesthesiologist Assistant Program Sharon Fischer, MBA-HCM Education Program Coordinator 709 Mall Blvd Savannah GA 31406 slfischer@southuniversity.edu

Phone: 912-201-8083 Fax: 912-790-4199

Physician Assistant Program
Charlesetta H. Blake, M.Ed.
Clinical Coordinator
709 Mall Blvd
Savannah GA 31406
chblake@southuniversity.edu

Phone: 912-790-4177 Fax: 912-790-4199

Nursing Program
Pamela Adams, MSN, Ed., RN
Nursing Clinical Coordinator
709 Mall Blvd
Savannah GA 31406
paadams@southuniversity.edu

Phone: 912-201-8122 Fax: 912-790-4199

**Online Nurse Practitioner Program** 

Jennifer Kappert

**Assistant Clinical Coordinator** 

1400 Penn Avenue Pittsburgh, PA 15222

jkappert@southuniversity.edu

Phone: 480-320-7029 Fax: 412-918-5136

# If to Facility:

Registered Nursing Program Glenn Burgess, RN, MS, CCRN, CEN Interim Program Director 4000 Suisun Valley Road Fairfield, CA 94534 glenn.burgess@solano.edu

Phone: 707-864-7162 Fax: 707-646-2062 Nurse Educator, Nurse Administrator and Nurse Informatics Programs
Jennifer Kappert
Assistant Clinical Coordinator
1400 Penn Avenue
Pittsburgh, PA 15222
jkappert@southuniversity.edu

Phone: 480-320-7029 Fax: 412-918-5136

6. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the Effective Date set forth above. For and on behalf of:

FACILITY:
Signature:
Print Name and Title: Stan R. Arterberry, Interim Superintendent-President
SOUTH UNIVERSITY, LLC d/b/a SOUTH UNIVERSITY - SAVANNAH:
Signature:
Print Name and Title: Todd Cellini, Campus President

AGENDA ITEM	13.(n)
MEETING DATE	July 15, 2015

TO .	TENERS OF THE	THE COTTENANT	DO 4 DD
TO:	MEMBERS OF I	THE GOVERNING	BOAKD

SUBJECT: CONSULTANT AGREEMENT CALASIAN CHAMBER

**REQUESTED ACTION: APPROVAL** 

SUPERINTENDENT-PRESIDENT

#### **SUMMARY:**

The Chancellor's Office augmented the Small Business Sector Navigator grant for the purpose of subcontracting with the California Asian Chamber of Commerce to develop content for a Contract Readiness Program to assist small businesses in preparing to do business with local, state, federal, and private entities. The Contract Readiness Program will consist of online training modules, a bid matching service, and technical assistance to small businesses seeking to secure government contracts or to become subcontractors to prime contractors. Board approval is requested for this Independent Consultant Agreement with the California Asian Chamber of Commerce. The amount of the subcontract is \$72,000 and the term of the agreement will cover the period from July 16, 2015 through December 31, 2015.

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 Small Business Sector Navigator.

Government Code: 88530-88532 Board Policy	Estimated 3520 Fiscal Impact: \$72,000 SB1402
SUPERINTENDENT'S RECOMMENDATION:	
Charles Eason Small Business Sector Navigator	
PRESENTER'S NAME	-
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	STAN R. ARTERBERRY Interim Superintendent-President
707 864-7168	
TELEPHONE NUMBER	-
Academic Affairs	July 1, 2015
ORGANIZATION	DATE APPROVED BY
July 1, 2015	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	-

# INDEPENDENT CONSULTANT AGREEMENT CONTRACT READINESS PROGRAM CONTENT DEVELOPMENT AND MARKETING/OUTREACH

This Independent Consultant Agreement ("Agreement") is made and entered into as of the 16th day of July, 2015 by and between the Solano Community College District, ("District") and CalAsian Pacific Chamber of Commerce ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- Services. The Consultant shall provide Content Development and Marketing &
  Outreach services for the Contract Readiness Program as further described in the
  Scope of Work Exhibit "A," attached hereto and incorporated herein by this
  reference ("Services").
- Term. Consultant shall commence providing services under this Agreement on July 16, 2015 and will diligently perform as required and complete performance by December 31, 2015, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. **Submittal of Documents**. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X_	Signed Agreement
Χ	Workers' Compensation Certification
Χ	Insurance Certificates and Endorsements
Χ	W-9 Form
	Other:

- 4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seventy-Two Thousand Dollars and Zero Cents (\$72,000.00). 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.
- 5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
  - 5.1. Not applicable.
- 6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it

and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

- 7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
  - 7.1. Not applicable.

#### 8. Performance of Services.

8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
- 9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for,

written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

- 10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

#### 12. Termination.

- 12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.2.1. material violation of this Agreement by the Consultant; or
  - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall

cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

#### 14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

14.1.1. Commercial General Liability and Automobile Liability
Insurance. Commercial General Liability Insurance and Any Auto
Automobile Liability Insurance that shall protect the Consultant, the
District, and the State from all claims of bodily injury, property
damage, personal injury, death, advertising injury, and medical
payments arising performing any portion of the Services. (Form CG
0001 and CA 0001, or forms substantially similar, if approved by the
District.)

- 14.1.2. Workers' Compensation and Employers' Liability Insurance.
  Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
  - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also statethat Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- 15. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local

laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

- 17. **Certificates/Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, otherthan vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 22. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential,

indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 23. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District: Consultant:

**Solano Community College District** 360 Campus Lane, Suite 203

Fairfield, California 94534 ATTN: Charles Eason

**Cal Asian Chamber of Commerce** 

2012 H St. Suite101 Sacramento, CA 95811 ATTN: Pat Fong Kushida

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 27. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Provisions Required By Law Deemed Inserted. Each and every provision of

law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

- 30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwisespecified.
- 34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated:, 20	Dated:, 20
Solano Community College District	CalAsian Chamber of Commerce
Ву:	Ву:
Print Name: STAN ARTERBERRY, M.A.	Print Name: PAT FONG KUSHIDA
Print Title: Interim Superintendent/President	Print Title: President & CEO

### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:			
Name of Consultant	::		
Signature:			
Print Name and Title	e:		

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

# EXHIBIT A SCOPE OF WORK

1) Working with the Coastline Community College Instructional Design Team, have Cal Asian Chamber subject matter experts review existing nine online modules for Contract Readiness Program to determine if topics will meet the needs of small businesses seeking to pursue contracts with government or private entities. Make suggestions for new or revised modules.

**Deliverable:** List of Contract Readiness Modules that have been vetted as appropriate for making the Contract Readiness Program effective and beneficial to small businesses.

Due Date: August 30, 2015

**NTE Budget: \$5,000** 

2) Working with the Coastline Community College Instructional Design Team, have Cal Asian Chamber subject matter experts review the content of individual modules for modifications and develop new content as needed. Deliverable: Updated/Revised content for individual modules.

Due Date: September 30, 2015

**NTE Budget: \$20,000** 

3) Work with Coastline Community College instructional design experts to craft modified content or newly developed content in a format for an online delivery platform.

**Deliverable:** Finalized versions of online Contract Readiness Program modules.

Due Date: October 30, 2015

**NTE Budget: \$10,000** 

4) Work with Coastline Community College to develop communication interface between Cal Asian Chamber's CRM database and Coastline Community College's learning management system to allow small businesses that enroll to gain access to the online modules and track their progress though the online training.

**Deliverable:** Communication interface is tested with Coastline Community College to ensure small businesses that enroll are automatically issued usernames and passwords to access the Contract Readiness Online Training Modules and their progress can be tracked.

Due Date: October 30, 2015

NTE Budget: \$10,000

5) Identify Technical Assistance Providers who can provide one-on-one counseling to businesses who elect to participate in a Contract Readiness Pilot Program and develop subcontracts for referring small businesses to these technical assistance providers.

**Deliverable:** Subcontracts in place with Technical Assistance Providers to deliver XX hours of one-on-one counseling to XX small businesses participating in Contract Readiness Pilot Program as part of a package of services or bundle of services of which online training is just one of the components.

Due Date: November 30, 2015

**NTE Budget: \$5,000** 

6) Identify bid matching service provider that can help match small businesses to potential contact opportunities as part of an overall package of services for the Contract Readiness Program.

**Deliverable:** Contract in place with bid matching service provider.

Due Date: November 30, 2015

**NTE Budget:** \$5,000

7) Provide outreach and marketing to businesses that can benefit from the Contract Readiness Program.

**Deliverable:** XX small businesses are identified to participate in an initial Contract Readiness Pilot Program with plans to expand beyond an initial pilot group.

Due Date: November 30, 2015

**NTE Budget:** \$10,000

8) Conduct a pilot program of the updated Contract Readiness Program with small businesses.

**Deliverable:** XX Businesses participate in the Contract Readiness Pilot Program to gain access to a package of services that includes online training, bid matching services, and one-on-one counseling.

Due Date: December 30, 2015

**NTE Budget: \$5,000** 

9) Identify a business model for making the Contract Readiness Program sustainable after completion of the pilot program.

**Deliverable:** Implementation plan for a sustainable business model. Examples include 1) pursuing an Employment Training Panel (ETP) Multiple Employer Contract (MEC) where online training is made available for free to participating businesses or 2) charging businesses a package fee to cover the cost of providing bundled online training, bid matching services, and one-on-one counseling.

Due Date: December 30, 2015

**NTE Budget: \$2,000** 

<b>AGENDA ITEM</b>	13.(o)
<b>MEETING DATE</b>	July 15, 2015

TO:	Members of the Governing Board
SUBJECT:	BIO-TECHNOLOGY PRINCIPLES FOR PROFESSIONALS
REQUESTED ACTION:	APPROVAL
SUMMARY:	

The Solano Community College Workforce Development and Continuing Education Center will provide training for eleven executives and engineers in the Bio-Technology Field.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at Solano Community College. Classes will take place on the following dates July 9 through July 10, 2015.

The client fees will include instruction, equipment, administration, and lunch each day.

Professional training to include approximately 16 hours of instructor contact. This contract is for \$2816.72.

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 and Continuing Education.

Government Code: 78021 Board Policy:3: BOT 2015-16 Goal:	Estimated Fiscal Impact: \$2816.72		
SUPERINTENDENT'S RECOMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>		
Kelly Penwell, Associate Dean			
Workforce Development and Contract Education PRESENTER'S NAME			
4000 Suisun Valley Rd. Fairfield, CA 95687			
ADDRESS			
707-863-8708	STAN R. ARTERBERRY		
TELEPHONE NUMBER	Interim Superintendent-President		
Workforce & Continuing Education Center	,		
ORGANIZATION	July 1, 2015		
	DATE APPROVED BY		
July 1, 2015	SUPERINTENDENT-PRESIDENT		
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

<b>AGENDA ITEM</b>	13.(p)
<b>MEETING DATE</b>	July 15, 2015

TO:	Members of the Governing Boar	d

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BAY

AREA CLEAN WATER AGENCIES AND SOLANO

**COMMUNITY COLLEGE DISTRICT** 

REQUESTED ACTION: APPROVAL

# **SUMMARY:**

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

SCCD will provide credit classes, WATER 100, WATER 101, WATER 104, WATER 105, WATER 106, WATER 108, WATER 120 and WATER 121, for up to 30 students per class, for BACWA member organizations and others.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE agency sites. Classes will begin in 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 \$118,000.

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

Government Code: 78021	Board Policy:	3520 Estimated Fiscal Impact: \$118,000		
revenue SUPERINTENDENT'S RECOM	MENDATION:		APPROVAL     NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Deborah Mann, Dire				
Workforce Training and Grant	s Management			
PRESENTER'S NA	AME			
4000 Suisun Valley Road				
Fairfield, CA 945	34			
ADDRESS		STAN R. ARTERBERRY		
				endent-President
707-864-7195		<u>-</u>		
TELEPHONE NUMBER				
Academic Affairs		July 1, 2015		
ORGANIZATION		DATE APPROVED BY		
			SUPERINTENDE	ENT-PRESIDENT
July 1, 2015				
DATE SUBMITTE	D TO			
SUPERINTENDENT-PR	RESIDENT			

# 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.

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

AGENDA ITEM	13.(q)
<b>MEETING DATE</b>	July 15, 2015

## SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

**SUBJECT:** 

MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND WINTERS JOINT UNIFIED SCHOOL DISTRICT

**REQUESTED ACTION:** 

**APPROVAL** 

#### **SUMMARY:**

A memorandum of understanding between Solano Community College District and Winters Joint Unified School District is being entered into to provide Solano Community College courses on the Winters High School Campus. Courses will be taught by Solano Community College professors, and will be offered to both Winters High School students and the general public.

The memorandum of understanding will take effect beginning August 15, 2015 and expire on the last day of spring semester, 2016. The MOU may be extended by mutual agreement of the parties.

Governing Board approval is requested for this Memorandum of Understanding.

Government Code	Board Policy	Estimated Fiscal In	npact:
SUPERINTENDENT'S RECOMMENDA	TION:	APPROVAL     □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Dr. Leslie Minor			
Vice President, Academic Affairs			
PRESENTER'S NAME	_		
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		STAN R, ARTER	BERRY
		Interim Superintender	
(707) 864-7117			
TELEPHONE NUMBER			
Academic Affairs		July 1, 201	5
ORGANIZATION		DATE APPROV SUPERINTENDENT-	
July 1, 2015			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDEN	T		

# MEMORANDUM OF UNDERSTANDING BETWEEN THE SOLANO COMMUNITY COLLEGE DISTRICT AND THE WINTERS JOINT UNIFIED SCHOOL DISTRICT FOR COLLABORATIVE EDUCATIONAL OPPORTUNITIES

This Memorandum of Understanding (MOU) is made between the Solano Community College District ("SCCD") and the Winters Joint Unified School District ("WJUSD"). SCCD and WJUSD agree as follows:

#### RECITALS:

- A. Winters Joint Unified School District ("WJUSD") is a California K-12 public school district located in Winters, CA, in Yolo County. WJUSD governs and operates Winters High School ("WHS" also known as Winters Joint Union High School) located at 101 Grant Ave., Winters, CA 95694, for the benefit of Winters and rural Yolo County area students;
- B. Solano Community College District ("SCCD") is a California Community College District located in Solano County, CA. SCCD governs and operates Solano Community College ("SCC"), located at 4000 Suisun Valley Road, Fairfield, CA 94534 (Main campus) for the benefit of Solano County students and parts of Yolo County, including Winters;.
- C. WJUSD and SCCD believe that collaborating to provide WHS students and members of the general public important additional opportunities to successfully complete college course work at the WHS campus improves access to courses and programs, which will better prepare students for college, advance their education and help them meet career goals.
- D. SCCD and WJUSD have mutually agreed to offer SCC courses on the WHS campus. Courses will be taught by SCC professors, and will be offered to both WHS students and the general public;

#### NOW THEREFORE, both XUSD and SCCD agree as follows:

- 1. Both WJUSD and SCCD mutually pledge their commitment to collaboratively develop a work group to plan course and program offerings on the WHS campus, including but not limited to college level transfer courses, study and college skills courses, courses to enhance the educational opportunities for individuals with limited English proficiency, career academies and career and technical training programs and to plan for the providing of students taking courses at WHS with the support services available to all other SCCD students at other sites.
- WJUSD grants to SCCD a non-exclusive license to use the facilities on such days and during such times as courses are being taught by SCC faculty/staff at WHS. Use of the facilities by SCC shall be rent-free and free of utility costs to SCCD. All janitorial, maintenance and repair of the affected facilities are the sole responsibility of WJUSD.
- 3. This MOU will take effect beginning on August 15, 2015 and expire on the last day of spring semester 2016. At that time, this MOU may be extended by mutual agreement of the parties.
- 4. During the term of this agreement, the courses and programs offered at WJHS will be planned by the joint work group selected and scheduled by mutual agreement of the parties, and communicated in a timely fashion to SCC administrators in charge of the courses and programs, and considering the following:

- (a) The courses/subjects and programs of study to be offered by SCC at WHS;
- (b) Courses and programs available to WHS students and the general public of the Winters area;
- (c) The SCC faculty/staff available and qualified to teach selected courses;
- (d) The days and times that each course will be offered;
- (e) The particular WHS community classroom facilities to be used by SCC faculty/staff to teach each course:
- (f) Special equipment (such as computers, projectors, etc.) needed by each course.

Notwithstanding the foregoing, SCCD and its faculty/staff retain sole control over course content, course rigor, course pre-requisites/ advisories, course attributes, class size, textbooks/instructional materials used, teaching/teaching methods, examination, and grading as well as selection, assignment, supervision and evaluation of the faculty for the courses.

SCCD will be responsible for selecting faculty to teach classes held at the WJUSD facilities. Faculty will meet the minimum qualifications required by SCC Governing Board Policy 4005. Current SCCD faculty will have first priority in teaching classes at WJUSD facilities. If current SCCD faculty are not available to teach the requested classes, WJUSD staff who meet the minimum qualifications and follow hiring procedures as outlined in SCC Governing Board Policy 4005 will be considered for employment.

- Courses will be open to the general public, all registered SCC students, including but not limited to WHS students enrolled at SCC under the SCC K-12 Special Admissions Program ("Special Admission Students").
- 6. Both SCCD and WJUSD agree to use their best efforts to publicize and promote all courses both to WHS students and to the general public in the Winters and rural Yolo County area.
- 7. SCCD represents and agrees that courses shall be tuition-free to currently-enrolled WHS students who are also enrolled at SCC as Special Admission Students.
- 8. WHS students in grades 9-12, subject to approval by the WHS Principal in his/her sole discretion, may enroll as Special Admissions Students at SCC and register for courses. To enroll as a SCC Special Admissions Student and register for one or more courses, that student must:
  - (a) Be approved by the WHS Principal, in his/her sole discretion, as eligible and qualified to enroll as an SCC Special Admissions Student;
  - (b) Complete a SCC Special Admissions Form;
  - (c) Complete an application for enrollment at SCC;
  - (d) Complete the SCC Orientation;
  - (e) Develop an educational plan.
  - (f) Pay all administrative fees to SCC (other than tuition);
  - (g) Timely and correctly complete the course enrollment processes.

- 9. Courses will each be limited in size to the maximum stated in the Course Outline of Record for each course. Moreover, SCCD and its administration in their sole discretion, may cancel a course for lack of sufficient enrollment in accordance with the provisions of the collective bargaining agreement between SCC and the Solano College Faculty Association, CCA/CTA/NEA.
- Winters Joint Unified School District agrees to provide SCCD faculty, staff and administration with copies of WHS rules and regulations. SCCD agrees that all SCC faculty/staff and students must abide by WJUSD and WHS rules and regulations. Should any SCC student fail to abide by WJUSD and/or WHS rules and regulations, then WJUSD may, in its sole discretion, take disciplinary action against the student, including but not limited to barring such student from further participation in Courses or programs at WHS. Such violations by SCC faculty or staff will be referred to the SCC administration for investigation and any resulting discipline.
- 11. Winters Joint Unified School District agrees to provide staff who will be present on-site during the duration of the SCC class held on the WJUSD facilities. The staff will remain at the WJUSD facilities until all WJUSD students have left the WJUSD facilities. SCCD and SCC faculty will not be responsible for the well-being of WJUSD students at times outside of the scheduled SCC class at WJUSD facilities.
- 12. In addition to offering courses per this MOU, each party pledges their best efforts to work towards and support the following important additional mutual goals:
  - (a) To help WHS students prepare for college and career success;
  - (b) To insure that students enrolled in SCC courses and programs offered at WHS will have access to support services available to students at all other SCCD sites;
  - (c) To offer eligible and qualified WHS students the opportunity to register for other SCC classes as Special Admissions Students, beginning in their ninth grade year;
  - (d) To create a bridge between WHS, the greater Winters area community, and SCC;
  - (e) To provide WHS students during high school with the opportunity to earn tuition-free college credits towards a community college degree (AA) and/or to earn transferable tuition free college credits towards a four year university (UC or CSU);
  - (f) To provide eligible and qualified WHS students with the opportunity to participate in the Transfer Admission Guarantee (TAG) program with participating UC and CSU universities; and.
  - (g) To provide students with appropriately sequenced courses that allow for the timely completion of educational goals and program completion;
  - (h) SCCD shall provide the student support necessary to ensure the success of the students enrolled in classes at the site.
- 13. Classes may be held at Winters Community Library, a joint use facility with Winters Joint Union High School, located on the end of school grounds, with facilities use donated by the Winters Community Library system.
- 14. To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless the other party, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of this MOU (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct, or

violation of any law by SCCD or WJUSD, and/or their respective employees, subcontractors, agents, representatives or assigns (collectively, SCCD or WJUSD Agents") in the performance or non-performance of the services required to be performed by SCCD and/or WJUSD under this MOU.

- 15. Neither SCCD nor WJUSD are acting as the agent, employee, partner, or representative of the other. Nothing in this MOU is intended to confer any rights on any other individuals or entities as third party beneficiaries.
- 16. This MOU may be amended by mutual written agreement of both parties. This MOU shall be interpreted and given effect under the laws of the State of California. Jurisdiction and venue shall, to the fullest extent allowed under law, be vested in the Superior Court of California, County of Solano.
- 17. The MOU may be terminated as follows;

**BRENT CUSHENBERY, Superintendent** 

- (a) SCCD and/or WJUSD may terminate this MOU by service of written notice by one party to the other party at least 60 days prior to the first day of a semester for which termination is to take effect; or
- (b) SCCD and WJUSD may terminate this MOU by mutual written agreement of the parties. In such event, the parties shall specify whether (i) the effective date of termination is immediate; or (ii) the effective date of termination is the day after the last day of the semester during which CAP Courses are then occurring.

IN WITNESS THEREOF, t	he parties have dul	y approved this Memora	ndum of Understanding.
Executed on this	_ day of	, 2015.	
SOLANO COMMUNITY C	OLLEGE DISTRICT	(SCCD)	
Ву:			
STAN ARTERBERRY, Int	erim Superintende	nt-President	
WINTERS JOINT UNIFIED	SCHOOL DISTRIC	CT (WJUSD)	
Ву:			

AGENDA ITEM	13.(r)
<b>MEETING DATE</b>	July 15, 2015

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	MEMORANDUM OF UNDERSTANDING BETWEEN
	SOLANO COUNTY OFFICE OF EDUCATION AND
	SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUPERINTENDENT-PRESIDENT

#### **SUMMARY:**

TO.

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

SCCD will provide the following courses: EXCEL Basics, Continuation, EXCEL Basics, Intermediate EXCEL, Continuation, Intermediate EXCEL, Advanced EXCEL session 1, Advanced EXCEL session II, and Advanced EXCEL session III.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered on-site at Solano Community College. Classes will begin in August 2015.

The client fee for each 2 hour EXCEL Basic course is 398.00, and the client fee for each 2.5 hour Intermediate EXCEL course is \$525.00 and the client fee for each 2 hour Advance EXCEL course is \$450.00. Additional hours can be provided upon request at the above quoted rates. This contract is for \$3196.00.

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 and Continuing Education Approval is requested at this time.

Government Code: 78021	Board Policy.	3520	Estimated Fiscal Im	pact: \$3196
CEO 2015-16 Goals: #9 Con	tinue to work to re	duce the	structural deficit.	
SUPERINTENDENT'S RECOM	MENDATION:			☐ DISAPPROVAL ☐ TABLE
Kelly Penwell, Associa	ite Dean			
Workforce Development and Co	ontract Education			
PRESENTER'S N.	AME			
4000 Suisun Valley Fairfield, CA 945				7
ADDRESS			STAN R ART Interim Superinter	
707-864-7808			<u> </u>	
TELEPHONE NUM	<b>IBER</b>			
Academic Affai	rs		July 1,	2015
ORGANIZATIO	<del>DN</del>		DATE APPR SUPERINTENDEN	
July 1, 2015				
DATE SUBMITTE	D TO			

AGENDA ITEM	14.(a)
<b>MEETING DATE</b>	July 15, 2015

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

LEASING OF FIELDS/PERMISSION TO IMPROVE

**FIELDS** 

**REQUESTED ACTION:** 

INFORMATION/APPROVAL

## **SUMMARY:**

NorthBay Elite Futbol Club is a nonprofit 501(c)3 competitive youth soccer organization that utilizes SCC fields (between the swim complex and football stadium) for soccer practice and events. Although NBEFC has leased the fields for the past 6 years, they have not been able to improve or maintain them. NBEFC is seeking a long-term (5-year) lease of these fields and additional areas (field behind the softball field and the practice football field) that includes an MOU that will allow the club to maintain and improve the fields at no cost to SCC. We have identified numerous potential benefits for SCC and our local community if NBEFC is allowed to maintain and improve the fields. Please see the attached document for additional information and details.

Government Code:	Board Policy:	Estimated Fiscal Impact: \$0
SUPERINTENDENT'S R	RECOMMENDATION:	
Yulian	Ligioso	
	nce and Administration	
	ER'S NAME	
INESERII		
4000 Suisun	Valley Road	
	CA 94534	
ADD	RESS	STAN R. ARTERBERRY
		Interim Superintendent-President
707-864-7209		
TELEPHON	NE NUMBER	
Admini	istration	July 1, 2015
ORGAN	IZATION	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
July 1	, 2015	
DATE SUBI	MITTED TO	

SUPERINTENDENT-PRESIDENT

# NorthBay Elite Futbol Club's Use, Maintenance and Improvement of SCC Fields Proposal

### **NBEFC Club History**

NorthBay Elite Futbol Club was formed as a competitive youth soccer organization in January 2009. NBEFC provides year-around programs for a large number (approximately 500) youth soccer players from culturally and economically diverse backgrounds annually. The club is headquartered in Fairfield, California and is strongly connected to the community. NBEFC is a non-profit 501(c) 3 organization whose mission is the development of youth soccer. NBEFC gives back to the community by providing playing opportunities, scholarships, financial aid, free clinics and coaching for youth from all over Solano and surrounding Counties (Napa, Sonoma). It also provides support for a local recreational soccer league.

#### **Philosophy**

NBEFC offers a comprehensive and progressive training program for youth interested in developing high level soccer skills. Our aim is to prepare players for the highest levels of play within the sport including the state Player Development Program, collegiate soccer, National Team, and professional soccer. Our emphasis is on long-term player growth and development on and off the soccer field. The players are given a foundation for the game on which they can improve and develop and are instructed in a team system and environment. Moreover, NBEFC expects and encourages academic excellence from its members.

#### **Community Outreach**

NBEFC is an active member of the Fairfield community providing/supporting annual free events for youth.

- Munchkin Madness free soccer clinic
- Doug Butt Run
- Free soccer clinics at Middle schools
- Soccer activities for the Solano County Educational Initiative

### NBEFC Relationship with Solano Community College

NBEFC is grateful to have had the opportunity to rent/use the fields at SCC for training and competitions over the past 6 years. In addition, NBEFC has partnered with LaNae Jaimez, PhD, SCC Psychology Professor and the Solano County Educational Initiative to provide free tutoring for the NBEFC members. SCC students serve as tutors in this program helping NBEFC pursue their goal of academic excellence for its members. This helps the SCC students through hands-on teaching/tutoring experiences which can be included on their curriculum vitae as they progress in their education and careers. Furthermore, several of the NBEFC female athletes have continued their education and

soccer careers at SCC. This year, 5 NBEFC athletes will be attending SCC as full-time students and members of the women's soccer team.

# **Proposed Agreement**

Short-term. NBEFC is seeking a 5-year lease of the practice fields at the back of the college (between the swim complex and football stadium) and an agreement that will allow the club to repair and maintain the fields while using them for practice and competitive events. A 5-year lease will allow NBEFC to apply for grants to help repair and maintain the fields. Once the fields are up to par, NBEFC is committed to bringing organizations and events outside of the typical club events to SCC for rental/usage of the fields. These fields are currently being used by NBEFC approximately 20 hours per week. The fields are occasionally used for other one-time events by other organizations usually on the weekends which have not conflicted with the use by NBEFC. Allowing NBEFC to lease and maintain these fields will not negatively impact additional usage.. In fact, SCC's athletic teams will benefit from the improvements and other organizations will be more likely to schedule the fields for events. NBEFC is also interested in including the fields on the other side of the softball field and the fenced-in field adjacent to the football field as part of this lease.

Long-term. NBEFC would like to partner with SCC to secure grant funds to develop a turf field on the location of the current practice fields. NBEFC met and discussed this plan with Erik Visser, SCC Athletic Director and Jeff Cardinal, SCC Kinesiology Professor and Women's soccer Coach. They are supportive of a partnership between SCC and NBEFC to develop these fields as a part of the overall SCC sports complex plan.

#### **Potential Statewide Exposure and Community Benefits**

As part of looking for development opportunities, NBEFC invited NorCal Premier Soccer organization leaders (www.norcal.com), President Benjamin Zeimer, and Vice President & Director of Player Development (PDP) Paolo Bonomo to visit the Solano College campus early in 2015. NorCal Premier Soccer is one of nine Premier leagues around the United States developed under US Club Soccer to promote league-based competition as the primary means for long-term player development and growth of the game. They expressed interest in teaming with NBEFC and SCC to further develop the fields to a level that would support hosting regional and state-wide events (PDP, State Pool, US Soccer training center). The NorCal leadership is particularly interested in SCC due to the central location, being accessible to teams traveling from Sacramento & Foothills as well the Bay area, and the facility size. Players & families travel to NorCal events from around California and use of the SCC facility would expose SCC to players looking for a community college and their next level of play. Additionally, the increased activity would benefit the Fairfield business community (hotels, restaurants, retail) surrounding the college.

#### **Benefits for SCC**

- Continued relationship with a community nonprofit organization that serves over 500 youth in Solano and neighboring counties.
- Exposure of SCC to potential students and their families from American Canyon, Benicia, Concord, Walnut Creek, Dixon, Davis, Fairfield, Napa, Santa Rosa, Vacaville, Vallejo and Winters.
- Exposure of SCC to people from all over Northern California through hosting NorCal playdates, regional tournaments, and US Soccer training events (competitive events will include athletes and teams from all major cities in Northern California).
- Pipeline for youth soccer athletes seeking to be college student athletes
- Teaching/tutoring volunteer opportunities for current SCC students as this experience can be very helpful when applying to 4-year colleges
- Improvement of existing fields at no cost to the college
- Utilization of the improved fields by other SCC sports teams
- Increased utilization/rental income from improved fields
- Fundraising opportunities for college athletic teams (concessions/parking)
- NBEFC is planning a biannual trash pick-up around the fields and SCC campus

<b>AGENDA ITEM</b>	15.(a)
<b>MEETING DATE</b>	July 15, 2015

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

ГО:	Members of the Governing Board
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SUBJECT: DISTRICTWIDE TREE REMOVAL PLAN

**REQUESTED ACTION: INFORMATION** 

#### **SUMMARY:**

A Plus Tree Inc., performed a Districtwide comprehensive tree survey and assessment. This project scope of work included a tree survey, assessment and analysis of trees on the Fairfield, Vallejo and Vacaville campuses. A certified Master Arborist reviewed all three campuses, identified tree species, health status and specific campus location of each tree. Some of the aspects of the report include identification of trees with poor structure and health that have caused concrete deformation of the divider in campus parking lots. The Arborist also identified trees that are planted too close to buildings. The Arborist's report will provide recommendations for mitigation measures to address aging trees and to also prevent potential damage to the foundation of buildings.

The Districtwide Tree Removal Report and Plan will be presented to the Board of Trustees for review at the August 5<sup>th</sup> meeting, and for approval at the August 19, 2015 meeting, pending the resolution of any questions by the public and Board members.

Impact on Student Success: Beautification of each of the college campuses and the removal of dead or diseased trees.

Government Code:	Board Policy:	Estimated Fiscal Impact: TBD Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:		N: ☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
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TELEPHONE NUMBER		
Admir	nistration	July 1, 2015
ORGANIZATION		DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
July	1, 2015	
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