

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

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

EMPLOYMENT 2016-2017

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Erika Aguirre	Adjunct Instructor-Nursing (not to exceed 67%)	10/01/16
Michelle Ferris- Quesada	Adjunct Instructor-ASL (not to exceed 67%)	11/07/16
Nadirah Jones	Adjunct Instructor-Child Development/Early Childhood Education (not to exceed 67%)	01/17/17

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tina Abbate	Change from Admissions and Records Analyst (Range 15/Step 7) to Human Resources Generalist (Range 33/Step 7)	11/21/16

District Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tracy Drake	Change from Human Resources Generalist (Range 33/Step 7) to Senior Human Resources Generalist (Range 35/Step 6)	11/01/16
Celia Lopez	Change from Human Resources Generalist (Range 33/Step 7) to Senior Human Resources Generalist (Range 35/Step 6)	11/01/16

Mary Jones
Human Resources

November 4, 2016

Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Marianne Flatland	Interim Student Success Specialist	Assessment and Retention Grant	11/09/16 – 06/30/17	\$69.05 hr.
Arthur Garcia	Grounds Maintenance Tech	General Fund	09/21/16 – 12/31/16	\$13.62 hr.
Clitdell Long	Administrative Assistant IV	General Fund	07/21/16 – 10/14/16	\$18.90 hr.

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Lindsay Padilla	Full-time Sociology Instructor	12/16/16

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

10/10/2016	Vendor Payments	2511073447	\$584.22
10/10/2016	Vendor Payments	2511073448	\$1,740.00
10/10/2016	Vendor Payments	2511073449-2511073455	\$1,714,604.36
10/10/2016	Vendor Payments	2511073456-2511073537	\$218,922.59
10/12/2016	Vendor Payments	2511073538-2511073583	\$12,911.13
10/17/2016	Vendor Payments	2511073584-2511073588	\$663,224.93
10/17/2016	Vendor Payments	2511073589-2511073591	\$57,830.05

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$6,025,443.87</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

10/17/2016	Vendor Payments	2511073592-2511073664	\$183,622.70
10/20/2016	Vendor Payments	2511073665	\$1,185,381.24
10/21/2016	Vendor Payments	2511073666-2511073725	\$180,185.41
10/24/2016	Vendor Payments	2511073726-2511073734	\$150,671.32
10/24/2016	Vendor Payments	2511073735-2511073814	\$196,415.69
10/27/2016	Vendor Payments	2511073815-2511073857	\$10,418.50
10/31/2016	Vendor Payments	2511073858-2511073859	\$21,517.44
10/31/2016	Vendor Payments	2511073860-2511073873	\$148,545.95
10/31/2016	Vendor Payments	2511073874	\$591,977.00
10/31/2016	Vendor Payments	2511073875-2511073987	<u>\$686,891.34</u>
TOTAL:			\$ 6,025,443.87

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

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Danielle Madrid	Video production services for Solano Volleyball Team for two seasons. (2016-17 and 2017-18)	November 17, 2016 – June 30, 2017 July 1, 2017 – December 17, 2017	Not to exceed \$500.00

<u>Yulian I. Ligioso</u> Vice President, Finance & Administration	<u>Celia Esposito-Noy, Ed.D.</u> Superintendent-President
<u>November 4, 2016</u> Date Submitted	<u>November 4, 2016</u> Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR POOL PUMP ROOM HEAT
EXCHANGERS REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Pool Pump Room Heat Exchangers Replacement Project Notice of Completion. On April 20, 2016, Prime Mechanical, was selected to provide and install two new heat exchangers for the Fairfield Campus Pool. The total project cost was \$67,767.52

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed. D.
Superintendent-President

November 4, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Yulian Ligioso, VP, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 11/16/2016
 7. The Project Name is Pool Pump Room Heat Exchangers Replacement Project
 8. DSA Number (if applicable) Scope did not require DSA approval
 9. The contractor for such work of modernization is Prime Mechanical
 10. The name of the contractor's Surety Co. is: This project did not require a Surety Co.
 11. The date of contract between the contractor and the above owner is 04/20/16
 12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN # 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: provided and installed two new heat exchangers for the Fairfield Campus Pool.

Date

Signature of Owner – Celia Esposito-Noy, Ed.D.
Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR B100 LOBBY FURNITURE AND
ELECTRICAL IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the B100 Lobby Furniture and Electrical Improvements Project Notice of Completion. On August 17, 2016, TPA Construction, Inc. was selected to provide four curved tables and install electrical outlets in the Lobby of B100 Library Building. TPA Construction, Inc.’s contract amount was \$16,800. The total project cost (hard and soft costs) was \$19,300.

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 863-7855		
TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		
November 4, 2016		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		Celia Esposito-Noy, Ed. D Superintendent-President
		November 4, 2016
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

When recorded mail to:

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

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 11/16/2016
 7. The Project Name is Building 100 Lobby Furniture and Electrical improvements Project
 8. DSA Number (if applicable) Scope did not require DSA approval
 9. The contractor for such work of modernization is TPA Construction, Inc.
 10. The name of the contractor's Surety Co. is: This project did not require a Surety Co.
 11. The date of contract between the contractor and the above owner is 08/17/16
 12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
 13. APN # 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: fabrication and installation of custom tables and minor electrical work to add power receptacles for the lobby of Building 100

Date

Signature of Owner – Celia Esposito-Noy, Ed.D.
Solano Community College District

Verification

I, undersigned, say:

I am VP, Finance and Administration

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #2 WITH CONSTRUCTION
TESTING SERVICES INC. FOR VACAVILLE
CLASSROOM BUILDING RENOVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

In August of 2015 a professional services agreement in the amount of \$132,800 was approved with Construction Testing Services Inc. to provide testing and special inspection services for the Vacaville Classroom Building Renovation Project. Amendment #1 was approved in October 2016.

Board approval is requested for the attached Amendment #2 to increase the original consulting

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Repair and update instructional space and equipment to meet DSA standards.

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$30,069 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

November 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 WITH CONSTRUCTION
TESTING SERVICES INC. FOR VACAVILLE
CLASSROOM BUILDING RENOVATION PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

CONTINUED FROM THE PREVIOUS PAGE

services agreement with Construction Testing Services Inc. for additional services required by the DSA inspector, and additional roof investigations related to the failed truss test.

\$132, 800 Original Contract Amount
\$ 38,789 Previously Approved Amendments
\$ 30,069 Amendment #2
\$ 201,658 New Contract Amount

The Board is asked to approve this contract amendment to Construction Testing Services Inc. in an amount not to exceed \$30,069. Construction Testing Services Inc.'s new contract amount will be \$201,658.

The contract Amendment #2 is available online at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT # 2 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Construction Testing Services, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated August 19, 2015 for services related to the **Vacaville Classroom Building Renovation Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Vacaville Classroom Building Renovation Project.

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

AGREEMENT

1. Section 4 of the Agreement is amended to read in its entirety:
Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Hundred One Thousand, Six Hundred Fifty Eight Dollars (\$201,658.00). This fee is an increase of total to the August 19, 2015 Agreement amount of \$132,800 and Amendment #1 in the amount not to exceed \$38,789, and Amendment #2 in the amount not to exceed \$30,069.

2. The language in Exhibit A is further modified (following Amendment #1) to read:

The original project scope included professional services to provide testing and special inspection services required by the Division of the State Architect for the Vacaville Classroom Building Renovation Project, required by the DSA to achieve certification. This amendment modifies the consultant's scope of work to include the following services for the above named building:

Scope of work added to the original agreement will include:

- Special inspection services: excavate, observe and replace material at footing A/1
- Special inspection services: demo, excavate, observe and replace at A/2 and B.82 footings for base plate thickness
- Additional follow-up investigation and services, and boom lift related to the failed truss
- Investigation to confirm rebar spacing at two wall panels
- Additional oversight coordination due to scope refinement and delayed start-up

Scope of Work deleted from the original agreement will include:

- IP-07 Pressure Test Gas Lines
- B2 Coring 2 Addition Cores for Compression, Core Compression, Non-shrink Grout Back Holes

3. Except as set forth in this Amendment, all provisions of the Agreement and any

previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2016

Dated: _____, 2016

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: Members of the Governing Board

SUBJECT: **CONTRACT AWARD TO DPR CONSTRUCCION FOR
DESIGN BUILD SERVICES FOR THE NEW SCIENCE
BUILDING PROJECT AT THE FAIRFIELD CAMPUS**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to DPR Construction to provide Design Build Services for the New Science Building Project at the Fairfield Campus. In October 2015, the District issued a Request for Qualifications for Design Build Entities for this project. Eight responses were received, evaluated, and the three top-ranking firms were shortlisted. In July 2016, the District issued a Request for Proposal (RFP) for Design Build Services for the project to the

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$29,200,000 Measure Q Funds</i>
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- APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DPR CONSTRUCTION FOR
DESIGN BUILD SERVICES FOR THE NEW SCIENCE
BUILDING PROJECT AT THE FAIRFIELD CAMPUS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

three shortlisted firms: Flint Builders Inc./Steinberg Architects, McCarthy Building Companies, Inc./Kwan Henmi Architects, and DPR Construction/HGA Architects.

To insure that each of the design build entities adequately understood the RFP and in order to provide feedback and guidance to the teams, three confidential meetings were held with each of the three teams, which were attended by the selection committee.

Proposals were received from all three firms October 10. The selection committee, consisting of a Board member, Faculty, Deans and other administrators, as well as a set of technical consultants, evaluated the proposals and interviewed the firms. Based on the resultant scoring, DPR Construction is recommended for award of contract as the team deemed to have provided the “best-value” proposal for the design and construction of the New Science Building Project at the Fairfield Campus.

The Board is asked to approve a design build contract award to DPR Construction in the amount not to exceed \$29,200,000.

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

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO PREMIER CHEMICAL & ENVIRONMENTAL SOLUTIONS FOR CONSULTING SERVICES FOR THE AUTO TECHNOLOGY BUILDING PROJECT IN VALLEJO

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Premier Chemical & Environmental Solutions for consulting services for the Auto Technology Project. The scope of work includes providing consulting services to confirm types and amounts of environmentally sensitive materials which may be associated with the Auto Technology educational program and the protocols for handling of these materials, which is information needed for design of the facility by the project's Design Build Entity, Clark/Sullivan – JK Architecture.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$5,000 Measure Q Funds</i>	
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	
Yulian Ligioso Finance & Administration	
VICE PRESIDENT APPROVAL	November 4, 2016
November 4, 2016	DATE APPROVED BY
DATE SUBMITTED TO	SUPERINTENDENT-PRESIDENT
SUPERINTENDENT-PRESIDENT	

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO PREMIER CHEMICAL &
ENVIRONMENTAL SOLUTIONS FOR CONSULTING
SERVICES FOR THE AUTO TECHNOLOGY BUILDING
PROJECT IN VALLEJO**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Premier Chemical & Environmental Solutions is a District vendor that provides chemical removal and containment services for the Fairfield and Vacaville campuses.

The Governing Board is asked to approve a contract to Premier Chemical & Environmental Solutions in the amount not to exceed \$5,000.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO PREMIER CHEMICAL &
ENVIRONMENTAL SOLUTIONS FOR CONSULTING
SERVICES FOR THE NEW SCIENCE BUILDING
PROJECT AT THE FAIRFIELD CAMPUS

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Premier Chemical & Environmental Solutions for consulting services for the new Science Building Project at the Fairfield Campus. The scope of work includes providing consulting services to confirm types and amounts of environmentally sensitive materials which may be associated with the Science Building educational program and the protocols for handling of these materials, which is information needed for design of the facility by the project’s Design Build Entity.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> Board Policy: 3225; 3520		<i>Estimated Fiscal Impact:</i> \$5,000 Measure Q Funds	
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager			
PRESENTER’S NAME			
4000 Suisun Valley Road Fairfield, CA 94534		Celia Esposito-Noy, Ed.D. Superintendent-President	
ADDRESS			
(707) 863-7855		November 4, 2016	
TELEPHONE NUMBER		DATE APPROVED BY	
Yulian Ligioso Finance & Administration		SUPERINTENDENT-PRESIDENT	
VICE PRESIDENT APPROVAL			
November 4, 2016			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO PREMIER CHEMICAL &
ENVIRONMENTAL SOLUTIONS FOR CONSULTING
SERVICES FOR THE NEW SCIENCE BUILDING
PROJECT AT THE FAIRFIELD CAMPUS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Premier Chemical & Environmental Solutions is a District vendor that provides chemical removal and containment services for the Fairfield and Vacaville campuses.

The Governing Board is asked to approve a contract to Premier Chemical & Environmental Solutions in the amount not to exceed \$5,000.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SWINERTON MANAGEMENT
 AND CONSULTING FOR CONSTRUCTION
 MANAGEMENT SERVICES FOR THE FAIRFIELD
 SUBSTATIONS #1 AND #2 REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Swinerton Management and Consulting to provide construction management services for the Fairfield Substations #1 and #2 Replacement Project. The consultant’s scope of work will be to provide construction management services to manage the construction contract and construction of the replacement of substations #1 and #2 located on the Fairfield campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$67,402 Measure Q Funds</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> November 4, 2016 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
November 4, 2016 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SWINERTON MANAGEMENT
AND CONSULTING FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE FAIRFIELD
SUBSTATIONS #1 AND #2 REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of construction management firms. A proposal was received from Swinerton Management and Consulting. An email was received from Gilbane declining to submit a proposal for this project. Therefore, Swinerton Management and Consulting was deemed the best value with a proposal in the amount of \$67,402.

The Board is asked to approve a contract award to Swinerton Management and Consulting in the amount of \$ 67,402.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO SWINERTON MANAGEMENT
AND CONSULTING FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE VACAVILLE
CENTER INTERSECTION IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Swinerton Management and Consulting to provide construction management services for the Vacaville Center Intersection Improvements Project. The consultant’s scope of work will be to provide construction management services to manage the bidding and construction of signal lights, crosswalks, and related improvements at the main entry drive to the Vacaville Center and the Vacaville Classroom Building (Annex).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Update infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$38,400 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 4, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SWINERTON MANAGEMENT
AND CONSULTING FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE VACAVILLE
CENTER INTERSECTION IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of construction management firms. A proposal was received from Swinerton Management and Consulting. An email was received from Gilbane declining to submit a proposal for this project. Therefore, Swinerton Management and Consulting was deemed the best value with a proposal in the amount not to exceed \$38,400.

The Board is asked to approve a contract award to Swinerton Management and Consulting in the amount of \$38,400.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PUBLIC IMPROVEMENT AGREEMENT WITH CITY OF VACAVILLE FOR INTERSECTION IMPROVEMENTS AT VACAVILLE CENTER ENTRY DRIVE AT NORTH VILLAGE PARKWAY

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

Approval is requested of a revised Pubic Improvement Agreement with the City of Vacaville for Intersection Improvements at the main driveways to the Vacaville Center and the Vacaville Classroom Building (Annex). The Board originally approved the Agreement on November 2, 2016. The intersection improvements are a California Environmental Quality Act (CEQA) mitigation requirement of the Biotechnology and Science Building Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
Basic skills education
Workforce development and training
Transfer-level education
Other: Enhance safety and security for students, faculty, and staff

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE
Presenter's Name: Lucky Lofton, Executive Bonds Manager
Address: 4000 Suisun Valley Road, Fairfield, CA 94534
Telephone Number: (707) 863-7855
Vice President Approval: Yulian Ligioso, Vice President, Finance & Administration
Date Submitted to Superintendent-President: November 7, 2016
Date Approved by Superintendent-President: November 7, 2016

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC IMPROVEMENT AGREEMENT WITH CITY OF
VACAVILLE FOR INTERSECTION IMPROVEMENTS AT
VACAVILLE CENTER ENTRY DRIVE AT NORTH
VILLAGE PARKWAY**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

City staff subsequently requested a few minor revisions to the Agreement language:

1. Several spelling corrections and deletion of a duplicated word.
2. Added the name of the project 'Vacaville Center Intersection Improvements Project' to Section 2 and deleted 'in a good and workmanlike manner'.
3. Section 13: Added the word 'some of' to the first sentence, to indicate that the project is not entirely upon District property. Some of it is in the public right-of-way.

The District has reviewed these changes with District Counsel and determined that these are not material changes.

The Board is asked to approve the attached revised Public Improvement Agreement with the City of Vacaville for intersection improvements.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

During the Fall 2016 semester in the months of September and October, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Virginia Guleff, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

Virginia Guleff, Interim Vice President
VICE PRESIDENT APPROVAL

November 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

CELIA ESPOSITO-NOY, Ed.D.
Superintendent-President

November 4, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2016 semester in the months of September and October, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

COURSE MODIFICATIONS

None

NEW COURSES

Course	Class Max
(CP16-140) MATH 026 Mathematics and Engineering Problem Solving Using Matlab	25
(CP16-141) ENGR 026 Mathematics and Engineering Problem Solving Using Matlab	25

NEW PROGRAMS

(CB16-143) Associate in Science in Chemistry for Transfer

(CB16-144) Associate in Arts in Music for Transfer

PROGRAM MODIFICATIONS

None

MAJOR DELETIONS

None

CONSENT ITEMS

Add the following statement to the catalog description to COUN 005:

At the time of registration, the student will be charged a course materials fee for the required Strong and Myers Briggs online assessments payable to Admissions and Records.

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

TO: **Members of the Governing Board**

SUBJECT: **FACULTY ENTREPRENEURSHIP CHAMPION MINI-GRANTS (NEW)**

REQUESTED ACTION:

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

SUMMARY:

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

Bakersfield College	Chabot College	College of the Siskiyous
Contra Costa College	Cosumnes River	Cuesta College
Folsom Lake College	Mira Costa College	Monterey Peninsula College
San Bernardino CCD	San Diego CCD	

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$82,500 Expense SB Sector Navigator Grant

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

Charles Eason, Small Business Sector Navigator

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER

Virginia Guleff, Interim Vice President
Academic Affairs

VICE PRESIDENT APPROVAL

November 4, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

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

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Dr. Josh Ottum
Professor, Commercial Music
Bakersfield College
901 Mohawk Street, #42
Bakersfield, CA 93309
joshuaottum@bakersfieldcollege.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

Kern Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT – CHABOT COLLEGE**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and Chabot-Las Positas Community College District – Chabot College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Dr. Kristin Lima
Dean, Applied Technology and Business
Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545-2400
(510) 723-6653
klima@chabotcollege.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

Chabot-Las Positas Community College
District – Chabot College

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
COLLEGE OF THE SISKIYOU**

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

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Jesse Cecil
Business & Computer Science Instructor
College of the Siskiyous
800 College Ave
Weed, CA 96094
(530) 938-5316
cecil@siskiyous.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

College of the Siskiyous

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
CONTRA COSTA COLLEGE**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and Contra Costa College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Dr. Ghada Al-Masri
Dean Instructional Services
Contra Costa College
2600 Mission Bell Drive
San Pablo, CA 94806
(510) 215-4006
galmasri@contracosta.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

Contra Costa College

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS COMMUNITY COLLEGE DISTRICT**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and Los Rios Community College District on behalf of Cosumnes River College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Dr. Man Phan
Business Professor
Cosumnes River College
8401 Center Parkway
Sacramento, CA 95823
(916) 691-7559
mphan@crc.losrios.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

Los Rios Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and San Luis Obispo County Community College District on behalf of Cuesta College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Dr. John Cascamo
Dean Academic Affairs, Workforce and
Economic Development
Cuesta College
P.O. Box 8106
San Luis Obispo, CA 93403-8106
(805) 546-3973
john_cascamo@cuesta.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

San Luis Obispo County Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS COMMUNITY COLLEGE DISTRICT**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and Los Rios Community College District on behalf of Folsom Lake College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Brian Robinson
Dean of Business
Folsom Lake College
10 College Parkway
Folsom, CA 95630
(916) 361-6330
robinsb@flc.losrios.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

Los Rios Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

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

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and MiraCosta Community College District (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Albert J. Taccone, Ph.D.
Dean, School of Career and Technical
Education and Workforce Development
Mira Costa College
1 Bernard Drive
Oceanside, CA 92056
760.757.2121 x6807
ataccone@miracosta.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

MiraCosta Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
MONTEREY PENINSULA COLLEGE**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and Monterey Peninsula College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Jon Knolle, Ed.D.
Dean of Instruction
Monterey Peninsula College
980 Fremont St.
Monterey, CA 93940
(831) 646-3030
jknolle@mpc.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

Monterey Peninsula College

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and San Bernardino Community College District on behalf of Crafton Hills College and Economic Development and Corporate Training Division (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Ashley E. Gaines
EDCT Foundation Director
San Bernardino CCD
114 South Del Rosa Drive, San
Bernardino CA 92408
(909) 382-4074
againes@sbccd.cc.ca.us

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

San Bernardino Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SAN DIEGO COMMUNITY COLLEGE DISTRICT**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Solano Community College District (hereinafter “**SCCD**”) and San Diego Community College District (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, SCCD was awarded a “Small Business Sector Navigator” Grant #16-151-010 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Division of Workforce and Economic Development, to disseminate funds to community colleges to implement the “Faculty Entrepreneurship Champion Mini-grant Project” (hereinafter “**Project**”), for faculty sponsored projects related to small business and entrepreneurship per the Request for Applications (RFA) issued August 8, 2016.

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

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

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

ARTICLE I

1. Statement of Work

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

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2017.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500). **SUBCONTRACTOR** shall submit an invoice for \$7,500 to **SCCD** at the following address by June 30, 2017:

Charles Eason
Small Business Sector Navigator
Solano Community College
360 Campus Lane, Suite 201
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report using the template provided in Exhibit C on or before by July 15, 2017.

5. Expenditure of Grant Funds.

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

6. Record Keeping

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

7. Audit

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

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto regarding this Agreement shall be in writing to the following respective contacts for the parties:

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

Dr. Carol Wilkinson
Dean, Business Information Technology
San Diego Continuing Education
8355 Aero Dr.
San Diego, CA 92123
619-388-1800
cwilkins@sdccd.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

Solano Community College District

San Diego Community College District

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: _____

Title: Superintendent/President

Title: _____

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT (ADN)
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND UNIVERSITY RETIREMENT COMMUNITY, DAVIS,
CALIFORNIA (RENEWAL)**

REQUESTED ACTION:

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

SUMMARY:

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

(Continued on the next page)

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR1427</i>	<i>Policy: 3520</i>	<i>Estimated Fiscal Impact: NONE</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
Robert Gabriel, Ph.D., Dean, School of Health Sciences	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
PRESENTER'S NAME	Celia Esposito-Noy, Ed.D.	
4000 Suisun Valley Road	Superintendent-President	
Fairfield, CA 94534		
ADDRESS		
707-864-7108		
TELEPHONE NUMBER		
Virginia Guleff, Interim Vice President	November 4, 2016	
VICE PRESIDENT APPROVAL	DATE APPROVED BY	
November 4, 2016	SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT (ADN)
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND UNIVERSITY RETIREMENT COMMUNITY, DAVIS,
CALIFORNIA (RENEWAL)**

(Continued from the previous page)

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

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

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **University Retirement Community at Davis, Inc.** (hereinafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, California 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of November 17, 2016.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HEALTH CENTER*.
- G. Health Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

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

1. Notice to the *HEALTH CENTER*:

Maria Burton
Healthcare Administrator
University Retirement Community at Davis, Inc.
1515 Shasta Drive
Davis, CA 95616

Telephone: (530) 747-7008

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707)864-7108
FAX: (707) 646-2062
robert.gabriel@solano.edu

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

By: _____
Celia Esposito-Noy, Ed.D.

Title: _____
Administrator

Title: _____
Superintendent/President

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT SERVICES AGREEMENT BETWEEN THE
CITY OF FAIRFIELD AND SOLANO COMMUNITY
COLLEGE DISTRICT (RENEWAL)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An agreement renewal between Solano Community College District (SCCD) and the City of Fairfield for contract services is being presented to the Governing Board for approval. The SCCD Small Business Development Center will provide counseling services and small business workshops to both start-up and existing businesses in Fairfield to help business owners develop and grow their business and add to the economic vitality of the City of Fairfield. The terms of the agreement are from November 17, 2016 to June 30, 2017.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$7,500 Income

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Kelly Penwell, Associate Dean
Workforce Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-863-7808

TELEPHONE NUMBER

Virginia Guleff, Academic Affairs

VICE PRESIDENT APPROVAL

November 4, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

CONSULTANTS SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of November 17, 2016, by, of, and between the City of Fairfield, a municipal corporation (the "CITY") and Solano College Office of Workforce Development /Small Business Development Center ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. The term of this Agreement shall be November 17, 2016 through June 30, 2017 or until the scope of work is complete; whichever is later.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

Karl A. Dumas
Director of Community Development

Solano Community College District Office of
Workforce Development/Small Business
Development Center

By: _____

Celia Esposito-Noy, Ed.D.
Superintendent/President

EXHIBIT "A"

SCOPE OF SERVICE

(1) DESCRIPTION OF SERVICES/WORK. CONSULTANT shall provide entrepreneurial and business assistance services to existing and potential Fairfield business owners. CONSULTANT shall assist CITY in its continued efforts to focus on small business development issues, including assistance on the 80-to-80 Corridor (West Texas Street, Downtown, and North Texas Street). CONSULTANT will work cooperatively with the CITY to market seminars and other special events co-sponsored by the two agencies. CONSULTANT'S scope of work shall include, but not be limited to, the following:

- (a) FAIRFIELD-BASED TECHNICAL ASSISTANCE. A minimum of eight (8) hours of technical assistance (e.g., business planning, insurance strategies, accounting, financing, marketing, and other small business development issues) will be available free of charge to Fairfield businesses and entrepreneurs per month. The assistance will include follow-up with clients to determine progress of business development.
- (b) SEMINARS FOR FAIRFIELD BUSINESSES. CONSULTANT shall provide the CITY a series of no less than two (2) seminars targeting Fairfield businesses. Said seminars are to be conducted by CONSULTANT during the fiscal year. The CITY will provide the location. The CONSULTANT will coordinate and market the seminars using small business consultants to present the seminars. Seminars will be 2 to 4 hours in length and cover topics that may include: Business Startup; Business Planning; Small Businesses Accounting and Finance; **Access to Capital**; E-Commerce; Human Resources; Marketing; Restaurant Management; Customer Service; and Selling to the Government.
- (c) BUSINESS WEBINARS. CONSULTANT shall provide the CITY with access to online small business webinars. Access will be available in Spanish and English.
- (d) LENDING PROGRAMS. CONSULTANT will work cooperatively with CITY'S "Revolving Loan Fund" program serving the Fairfield community. CONSULTANT will assist business owners who are seeking financing through the CITY'S North Texas Street Loan Program, and the CITY'S Downtown Loan Program. In addition, CONSULTANT will cooperate with CITY to provide assistance with loan review committees.
- (e) COORDINATION WITH BUSINESS GROUPS. CONSULTANT will work cooperatively with the Fairfield Main Street Association, the North Texas Street Business Association (NTSBA), West Texas Street Businesses, the Chamber of Commerce and other local business agencies. CONSULTANT will provide presentations to local business organizations.
- (f) BUSINESS START-UP INFORMATION. CONSULTANT will provide "user friendly" business start-up information for new and existing businesses in Fairfield. The materials will be offered on-site, free of charge, and will also be available at the CITY'S office.

- (g) CLIENT STATUS REPORT. CONSULTANT will provide a bi-annual report on the technical assistance provided to Fairfield clients to ensure that the milestones are being met. CITY will keep client information confidential.
- (h) ANNUAL REPORT. CONSULTANT shall send to the CITY a copy of the Annual Report for CONSULTANT'S services, detailing the assistance provided by CONSULTANT to Fairfield businesses.

EXHIBIT "B"

PAYMENT

- (1) **CONTRACT PRICE.** The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

CONSULTANT shall receive a fixed-fee amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) including staff time and any other reimbursable expenses.

- (2) **PAYMENT.** The CITY will disperse payment bi-annually, upon receipt of a bi-annual report and successful completion of services itemized in (1) Description of Services, a payment of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750) shall be made to CONSULTANT.

Payment shall be made to CONSULTANT:

Solano Community College
Office of Workforce Development
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 864-3382
Attn: Kelly Penwell, Director

An invoice, not to exceed \$3,750.00 per six month period for Basic Services, shall be submitted along with the bi-annual report to:

Community Development Department
1000 Webster Street, 2nd floor
Fairfield, CA 94533-4836
(707) 428-7454
FAX 428-7621
Attn: Karl A. Dumas

CONSULTANT shall provide a Tax Identification number or Social Security number to CITY for billing purposes. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City Manager's Office.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY and the City of Fairfield, their officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on CITY projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or the City of Fairfield or any CITY or City official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY or City decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. 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 CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications. _____

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT (CNA)
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND UNIVERSITY RETIREMENT COMMUNITY, DAVIS,
CALIFORNIA (RENEWAL)**

(Continued from the previous page)

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

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

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **University Retirement Community at Davis, Inc.** (hereafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, CA 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of November 17, 2016.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707)864-7108
FAX: (707) 646-2062
robert.gabriel@solano.edu

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

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

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

By: _____
Celia Esposito-Noy, Ed.D.

Title: Administrator

Title: Superintendent/President

Date: _____

Date: _____

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/DEEPTOK AND SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Foundation for California Community Colleges/DeepTok to provide the Solano Community College MESA Program coaching and professional development services as set forth in the description of services attached hereto as Exhibit "A" and herein incorporated by reference (the "Services").

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$5,700.00
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7173

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

Celia Esposito-Noy, Ed.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/DEEPTOK

and

SOLANO COMMUNITY COLLEGE

Agreement No.FS-069-16

1. Background

DeepTok, operates under the auspices of the Foundation for California Community Colleges, a California non-profit 501 (c)(3) corporation. DeepTok provides a supportive community, mentorship and connections to community college students in California who are limited by personal background and geographic location to help them successfully achieve their academic and professional goals.

2. Parties to Agreement

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of DeepTok is referred to as “FOUNDATION” and Solano Community College, is referred to as “CUSTOMER”.

3. Services

FOUNDATION shall provide to CUSTOMER coaching and professional development services as set forth in the description of services attached hereto as Exhibit “A” and herein incorporated by reference (the “Services”). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION’s staff and its partners at all reasonable times.

4. Customer Responsibilities

4.1 Equipment/Space. CUSTOMER shall provide their students with space, computer, web camera, and internet access to utilize FOUNDATION Services as scheduled.

4.2 Service feedback. CUSTOMER shall provide FOUNDATION with feedback on student and CUSTOMER staff experiences with services and sessions. In addition, CUSTOMER will allow FOUNDATION to attend scheduled sessions on an as needed basis to ensure CUSTOMER Services are met

5. Term, Termination

5.1 Term. The period of this Agreement is for one (1) year, commencing on September 1, 2016 and ending one (1) year thereafter ("Term") at which time, this Agreement will automatically renew on an annual basis until terminated, as described in Sections 5.2, 5.3 and 5.4 below.

5.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

5.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

5.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

6. Compensation, Billing

FOUNDATION will be compensated based on a flat fee of \$19.00 per month for 25 students. The total minimum fee to be paid to FOUNDATION by CUSTOMER for the Services shall be \$5,700, including all applicable taxes. CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement.

If additional students are included, it will be approved by the Parties in advance and CUSTOMER will be billed at the rate of \$19.00 per month for each additional student.

7. Indemnification

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

8. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

PROGRAM MANAGER (All Programmatic Issues):

Nancy Nkansah-Mahaney, Director
DeepTok
55 Dudley Lane #109

Stanford, CA 94305
nkansah@stanford.edu

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER: Solano Community College MESA Program

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Gregory S. Brown
Vice President, Student Services
4000 Suisun Valley Road
Fairfield, CA 94534
707-864-7159
707-646-7702
gregory.brown@solano.edu

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices): [if applicable]

Gregory S. Brown
Vice President, Student Services
4000 Suisun Valley Road
Fairfield, CA 94534
707-864-7159
707-646-7702
gregory.brown@solano.edu

9. General Provisions

9.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

9.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

9.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

9.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or

on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

9.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

9.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

9.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

9.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

9.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

9.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

9.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same

instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

9.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

9.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

9.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

9.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

9.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

Signature Page to Follow

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CUSTOMER – second signature, if required

DeepTok

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A

Description of DeepTok Services

1. In-Kind Services

- a. Workshops (Live, On-line, Interactive)
 - i. Student Success Road Map Workshops
 1. Preparing to be a college student in a STEM major
 2. Using community college education to enter a 4-year college major and competitively qualify for profession and major of choice
 3. Preparing to apply for & matriculate in 4-year college
 4. Developing a professional style
 - ii. Conversations with Professionals
 - iii. Snapshots by Professionals on their Research & Innovations (Emerging Topics)

2. Compensated Services

a. Student Coaching Led by Certified Coaches (Live, On-line, Small group)

A coach meets with small groups of students monthly to discuss each coachee's progress on the Student Success Road Map. This map strategically guides the student to efficiently gain general education, show professionalism, complete key activities at the college, and apply to a 4-year college in the highly competitive pathway to becoming a professional. The designated representative will receive regular updates on each coachee's progress.

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

TO: **Members of the Governing Board**

SUBJECT: **LOCAL AMENDED AGREEMENT FOR CHILD
DEVELOPMENT SERVICES - CALIFORNIA STATE
PRESCHOOL PROGRAM (CSPP)**

REQUESTED ACTION:

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

SUMMARY:

This amended agreement with the state of California, dated July 1, 2016, designated as number CSPP-6578, California State Preschool Program, Project Number 48-7055-00-6, shall be funded at a maximum reimbursable amount of \$436,633.00 in place of the original contracted amount of \$415,301.00. The contract is effective from July 1, 2016 through June 30, 2017 for 191 days of child enrollment at a daily rate not to exceed \$40.45 per child.

This agreement was originally presented to and approved by the Board of Trustees on July 20, 2016.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$436,633.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Christie Speck
Director, Early Learning Center

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7183

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

Celia Esposito-Noy, Ed.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6578

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-6

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2016 designated as number CSPP-6578 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$415,301.00 and inserting \$436,633.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to the Previous Rate of \$38.53 and inserting the Blended Rate of \$40.45 in place thereof.

The Blended Rate is an average of the Previous Rate and the Previous Rate increased by ten percent. This increase represents the ten percent increase to the Standard Reimbursement Rate, which is effective January 1, 2017, pursuant to the Budget Act of 2016.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 10,779.0 and inserting 10,794.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sushil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D., Superintendent President			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 21,332	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	Department of General Services use only				
	(OPTIONAL USE) 0656 23038-7055				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 415,301	ITEM 30.10.010. 6100-196-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 436,633	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: LOCAL AMENDED AGREEMENT FOR CHILD
DEVELOPMENT SERVICES – GENERAL CHILD CARE &
DEVELOPMENT PROGRAM (CCTR)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This amended agreement with the state of California, dated July 1, 2016, designated as number CCTR - 6291, General Child Care & Development Program, Project Number 48-7055-00-6, shall be funded at a maximum reimbursable amount of \$275,093.00 in place of the original contracted amount of \$261,653.00. The contract is effective from July 1, 2016 through June 30, 2017 for 191 days of child enrollment at a daily rate not to exceed \$40.20 per child.

This agreement was originally presented to and approved by the Board of Trustees on July 20, 2016.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$275,093.00
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7173

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

Celia Esposito-Noy, Ed.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

DATE: July 01, 2016

CONTRACT NUMBER: CCTR-6291

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-6

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2016 designated as number CCTR-6291 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$261,653.00 and inserting \$275,093.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to the Previous Rate of \$38.29 and inserting the Blended Rate of \$40.20 in place thereof.

The Blended Rate is an average of the Previous Rate and the Previous Rate increased by ten percent. This increase represents the ten percent increase to the Standard Reimbursement Rate, which is effective January 1, 2017, pursuant to the Budget Act of 2016.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,833.0 and inserting 6,843.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D., Superintendent President				
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 13,440	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 261,653	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 275,093	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-6291

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 78,211	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 78,211	ITEM 30.10.020.001 6100-194-0890	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 35,925	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,925	ITEM 30.10.020.001 6100-194-0890	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 13,440	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 147,517	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 160,957	ITEM 30.10.020.001 6100-194-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	-107-

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

TO: **Members of the Governing Board**

SUBJECT: **THREE YEAR CONTRACT BETWEEN SCHOOL
DATEBOOKS AND SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for School Datebooks to provide the Solano Community College EOPS Program with planners for the years of 2017-2018, 2018-2019, and 2019-2020 at a 4% discount. Planners are distributed to new and returning EOPS students every school year. The three year contract also locks into their current price grid for the length of the contract.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$1,162.09</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7173

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

Celia Esposito-Noy, Ed.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



2017 Campus 5.5x8.5 Contract

Order online @ schooldatebooks.com

2880 U.S. Hwy. 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Solano Community College-
EOPS
4000 Suisun Valley Rd
Fairfield, CA 94534-3197

Contact
Ms. Amber Cheatham, Financial Aid/EOPS Admin
Assistant
Phone: (707) 864-7227
Fax: _____
Email: amber.cheatham@solano.edu

Date: 10/13/2016
Sales Rep: Brad Metzger
brad@schooldatebooks.com
CSR: Laura Humrickhouse
laura@schooldatebooks.com

Billing and Shipping

Bill To PO#:
Solano Community College-EOPS
Ms. Amber Cheatham
4000 Suisun Valley Rd
Fairfield, CA 94534-3197
Email: amber.cheatham@solano.edu

Ship To Solano Community College-
EOPS
Ms. Amber Cheatham
4000 Suisun Valley Rd
Fairfield, CA 94534-3197

Desired Delivery Date: _____
Earliest Delivery Date: _____

No deliveries prior to 5/1/2017. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

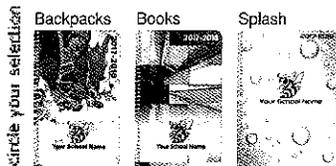
Product	#Books	#Pages	Cost/Book	Base Cost
Campus 5.5x8.5	500	16	\$1.99	\$995.00

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$995.00	x	0.04	\$39.80
4% Discount for contracts received by 10/21/16*	\$995.00	x	0.00	\$0.00
3% Discount for contracts received by 12/16/16*	\$995.00	x	0.00	\$0.00
2% Discount for contracts received by 3/31/17*	\$995.00	x	0.00	\$0.00
2% Multiple Orders Discount	\$995.00	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Custom PolyFusion™	100% custom, full-color front and back covers – highest durability	\$0.50	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.20	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.25	x	0	\$0.00
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	500	\$0.00



Cover Details

Same As Last Year:

Text Line 1: _____

Text Line 2: _____

Mascot: Same As Last Year

Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00
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Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.20	x	0	\$0.00
Stickers (per sheet)	\$0.20	x	0	\$0.00
Card-stock hall pass	\$0.10	x	0	\$0.00

Accessories

This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

Sub-Total* **\$955.20**

License Fee: 0.00% \$0.00

Will this datebook contain licensed trademarks, service marks, trade names, designs, logos, etc. for which School Datebooks needs official approval from an independent licensing agency or from your campus Licensing Officer?

- Yes + Fees: We need licensing approval and should be charged licensing fees.
 Yes - Fees: We need licensing approval but will be exempt from fees.
 No - We will not include anything that needs licensing approval.

Shipping and Handling 12% , Minimum \$25* Rates apply to US/Canada shipments only \$114.62

Sales Tax: 0.086250 Exempt#: \$92.27

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) **\$1,162.09**

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2017-2018.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2017-2018, 2018-2019, 2019-2020 at a 4% discount per year. The three year contract also "locks" into our ~~1100~~ price grid for the

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

TO: Members of the Governing Board
SUBJECT: CCFS-311Q FINANCIAL REPORT, FIRST QUARTER,
FY 2016-2017

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the first quarter of FY 2016-2017 is attached for the Board's review and information.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:		<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Yulian Ligioso Vice President, Finance & Administration		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 864-7209		
TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		
November 4, 2016		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		November 4, 2016
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: RECOMMENDATION FOR SOLANO COMMUNITY COLLEGE DISTRICT POLICY CHANGE: NOTICE FOR DIRECTORY INFORMATION, BOARD POLICY 5160

REQUESTED ACTION:

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

SUMMARY:

The Solano Community College District Policy 5160 states that “The following categories of information about students are considered directory information: student’s name, date and place of birth, field of study, participation in activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, awards received, and high school of graduation of athletic team members.”

Board approval is requested to extend the definition of Directory Information by adding “Electronic mail address” to the list of categories. Then, the Solano Community College District will ensure that the updated Board approved definition accurately reflects the *Rights to Privacy* statement in the Solano College Catalogs.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT’S RECOMMENDATION:		<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Gregory S. Brown Vice President, Student Services		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
707-864-7173		
TELEPHONE NUMBER		
Gregory S. Brown, Student Services		November 6, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY
November 6, 2016		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

POLICY:

The Superintendent-President, or designee, shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

The Superintendent-President may direct the implementation of appropriate safeguards to assure that student records cannot be accessed or modified by any person not authorized to do so.

Currently enrolled and former students of the District have a right to access any and all of their records maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit the information.

The following categories of information about students are considered directory information: student's name, date and place of birth, field of study, participation in activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, awards received, and high school of graduation of athletic team members. The District may limit or deny the release of specific categories of directory information based upon a determination of the best interest of students.

Directory information may be released at the discretion of the College to persons or agencies which the College deems to have legitimate reason for access to the information. To prevent disclosure, written notification by the student must be delivered personally to the Office of Admission and Records.

Information other than directory information will not be released without the student's written consent unless the College is required to do so by law.

**REFERENCES/
AUTHORITY:**

California Code of Regulations, Title 5, Section 54600, et seq.

California Education Code, Section 76200, et seq.

ADOPTED: December 3, 1986

REVISED: February 7, 2001; November 1, 2006, January 18, 2012

**Family Educational Rights and Privacy Act (FERPA)
Notice for Directory Information**

[Note: Per 34 C.F.R. § 99.37(d), a school or school district may adopt a limited directory information policy. If a school or school district does so, the directory information notice to parents and eligible students must specify the parties who may receive directory information and/or the purposes for which directory information may be disclosed.]

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that **Solano Community College District**, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, **Solano Community College District** may disclose appropriately designated "directory information" without written consent, unless you have advised the **Solano Community College District** to the contrary in accordance with **Solano Community College District** procedures. The primary purpose of directory information is to allow the **Solano Community College District** to include information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent. **[Note: These laws are Section 9528 of the ESEA (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).]**

If you do not want **Solano Community College District** to disclose any or all of the types of information designated below as directory information from your child's education records without your prior written consent, you must notify the **Solano Community College District** in writing. **Solano Community College District** has designated the following information as directory information: **[Note: an LEA may, but does not have to, include all the information listed below.]**

- **Student's name**
- **Address**
- **Telephone listing**
- **Electronic mail address**
- **Date and place of birth**
- **Major field of study**
- **Dates of attendance**
- **Participation in officially recognized activities and sports**
- **Weight and height of members of athletic teams**
- **Degrees, honors, and awards received**