AGENDA ITEM11.(b)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2017-2018

Regular Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Veronica Hodge	Vice President, Human Resources (Range 53/Step 4)	08/01/17

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Katora Bacon	Adjunct Instructor – Office Technology (not to exceed 67%)	08/14/17
Jordan Damerel	Adjunct Instructor – Waste Water (not to exceed 67%)	08/14/17
Tyren Sillanpaa	Adjunct Instructor – Head Baseball Coach (not to exceed 67%)	08/14/17
Jordan Walker	Adjunct Instructor – Head Men's and Women's Tennis Coach (not to exceed 67%)	07/03/17

Change in Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Tina Abbate	Change from Human Resources Generalist (ALG Range 33/Step 7)	08/01/17
	to Admissions and Records Analyst (CSEA Range 15/Step 7)	

Mary Jones Human Resources Celia Esposito-Noy, Ed.D. Superintendent-President

July 7, 2017

Date Submitted

July 7, 2017

Date Approved

Change in Assignment (Cont.)

<u>Name</u>	Assignment	Effective
Eduardo Del Pilar	Change from Lead Custodian (Local 39 Range 10/Step 7) to Custodial Supervisor (ALG Range 33/Step 1)	07/01/17
Lorrie Latimer	Change from Accounting Specialist 2-Student Accounts (Range 14/Step 2) to Accounting Specialist 2-Accounts Payable (Range 14/Step 2)	07/10/17

Employee Initiated Reclassification

<u>Name</u>	Assignment	Effective
Amy Kennedy	Reclassified from Veterans Affairs Coordinator (Range 15/Step 7) to	07/01/17
	Veterans Affairs Coordinator (Range 16/Step 7)	
Cynthia Simon	Reclassified from EOPS and CARE Coordinator (Range 15/Step 7) to	07/01/17
	EOPS and CARE Coordinator (Range 16/Step 7)	

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	Fund/Grant Name	Effective	Amount
Shanae Armstrong	Grounds Maintenance Technician	General Fund	07/11/17 - 07/23/17	\$14.87 hr.
Robert Bartoli	Journey Level Assistant-Special Projects	General Fund	01/03/18 - 06/30/18	\$25.00 hr.
Lisa Brasley	EOPS/CARE Registration Aide	EOPS Program	07/20/17 - 06/29/18	\$15.00 hr.
Seth Brown	Registration Aide	SSSP	07/01/17 - 06/30/18	\$12.00 hr.
Ted Collins	Journey Level Assistant-Special Projects	General Fund	01/03/18 - 06/30/18	\$25.00 hr.
Jose Cortes	Training Apprentice Coordinator	Transformation Grant	06/01/17 - 06/30/17	\$62.55 hr.
Shelby Davis	Hourly Assistant Athletic Trainer	General Fund	07/01/17 - 06/30/18	\$18.50 hr.
Allen Fleming	Instructional Assistant	Student Equity	06/01/17 - 06/30/17	\$16.56 hr.
Allen Fleming	Instructional Assistant	Student Equity	07/01/17 - 06/30/18	\$16.56 hr.
Tham Hua	Research Analyst	Strong Workforce	07/01/17 - 10/01/17	\$19.73 hr.
Ricardo Irizarry	Journey Level Assistant-Special Projects	General Fund	01/03/18 - 06/30/18	\$25.00 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	Assignment	Fund/Grant Name	Effective	Amount
Priya Karan	Police Services Technician	General Fund	07/01/17 - 09/30/17	\$16.56 hr.
John Kuta	Production Assistant	General Fund	07/01/17 - 06/30/18	\$12.10 hr.
Michelle Melton	Office Assistant	General Fund	07/01/17 - 09/15/17	\$11.60 hr.
Jerry Pagala	Journey Level Assistant	General Fund	01/03/18 - 06/30/18	\$25.00 hr.
Carolyn Pleasant	Temporary Student Services Generalist	SSSP	07/01/17 - 06/30/18	\$16.56 hr.
Ruth Rich	Temporary Student Services Generalist	SSSP	07/01/17 - 06/30/18	\$16.56 hr.
Sarah Carolina Rico	Temporary Student Services Generalist	SSSP	07/01/17 - 06/30/18	\$16.56 hr.
Bailey Schentrup	Hourly Assistant Athletic Trainer	General Fund	07/01/17 - 06/30/18	\$18.50 hr.
Jacob Aaron Williams	SLO Project-Office Assistant	IEPI	06/21/17 - 06/30/17	\$11.60 hr.
Jacob Aaron Williams	SLO Project-Office Assistant	IEPI	07/01/17 - 08/31/17	\$11.60 hr.

RESIGNATIONS

Name	<u>Assignment</u>	Effective
Casey Hentzen	Technology Specialist	07/14/17
Leslie Ann Hentzen	Scheduling Specialist	07/14/17
Yulian Ligioso	Vice President, Finance and Administration	07/21/17
Jay Robinson	Information Analyst/Database Administrator (Lead)	07/14/17
April-Love Takahashi	Admissions and Records Analyst	07/14/17

GRATUITOUS SERVICE

Name	<u>School/Department</u>	<u>Assignment</u>
Phillip Cello	Athletics	Assistant Coach to Solano Intercollegiate Tennis Programs
		remits riograms

AGENDA ITEM11.(c)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board	ł
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SUBJECT:

WARRANTS

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

06/02/17	Vendor Payments	2511078220-2511078270	\$18,859.40
06/06/17	Vendor Payments	2511078271-2511078278	\$66,123.46
06/06/17	Vendor Payments	2511078279-2511078281	\$2,472,028.09
06/06/17	Vendor Payments	2511078282-2511078385	\$588,715.10
06/12/17	Vendor Payments	2511078386-2511078395	\$86,310.71
06/12/17	Vendor Payments	2511078396-2511078402	\$199,819.75
06/12/17	Vendor Payments	2511078403-2511078484	\$158,790.46

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

 \boxtimes Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other:

 Ed. Code: 70902 & 81656
 Board Policy: 3240
 Estimated Fiscal Impact: \$8,371,512.93

 CUPER DUTENDENTIC RECONSTRUCTION
 XAPPROVAL
 DISAPPROVAL

SUPERINTENDENT'S RECOMMENDATION:

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

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT **Celia Esposito-Noy, Ed.D.** Superintendent-President

NOT REQUIRED TABLE

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

-4-

AGENDA ITEM11.(c)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

ard
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SUBJECT:

WARRANTS

<u>REQUESTED ACTION:</u>

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

06/16/17	Vendor Payments	2511078485-2511078633	\$29,665.35
06/19/17	Vendor Payments	2511078634	\$1,310.00
06/19/17	Vendor Payments	2511078635-2511078645	\$170,956.52
06/19/17	Vendor Payments	2511078646-2511078767	\$181,751.86
06/20/17	Vendor Payments	2511078768-2511078769	\$606,949.69
06/20/17	Vendor Payments	2511078770-2511078776	\$2,181,493.37
06/20/17	Vendor Payments	2511078777-2511078780	\$77,828.50
06/22/17	Vendor Payments	2511078781-2511078787	\$470,508.13
06/22/17	Vendor Payments	2511078788	\$1,528.54
06/26/17	Vendor Payments	2511078789-2511078873	\$842,837.01
06/26/17	Vendor Payments	2511078874-2511078934	\$208,794.16
06/29/17	Vendor Payments	2511078935-2511078971	<u>\$7,242.83</u>
		TOTAL	: \$8,371,512.93

AGENDA ITEM11.(d)MEETING DATEJuly 19, 2017

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

<u>Academic Affairs</u> David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	Effective	<u>Amount</u>
Deborah Garcia	Provide CTA transitions education to Solano County Office of Education (SCOE) high school instructors and students, provide support and train with the CATEMA system.	July 20, 2017 – June 30, 2018	Not to exceed \$12,500.00
Inventaweb.net	Monthly maintenance of the Eship Educator website.	July 20, 2017 – June 30, 2018	Not to exceed \$6,000.00
Integrative Impact, LLC.	Provide graphic design, writing, and relationship building with community college faculty and administrators for various Small Business Sector program offerings.	July 20, 2017 – June 30, 2018	Not to exceed \$6,000.00
Brian McKeown	Organize, market and deliver two not for credit courses. Entrepreneurship ENTP 99 & ENTP 101.	July 20, 2017 – June 30, 2018	Not to exceed \$12,000.00
Ryan Nonprofit Consulting, Inc.	Provide strategic planning services for the California Community Colleges Small Business Sector.	July 20, 2017 – June 30, 2018	Not to exceed \$8,000.00

Yulian I. Ligioso

Vice President, Finance & Administration

July 7, 2017

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

July 7, 2017

Date Approved

<u>Student Services</u> <u>Gregory Brown, Vice President</u>

<u>Name</u>	Assignment	Effective	<u>Amount</u>
Alex Westerlund	Review of policy and procedures for the MESA-TRIO Office.	July 20, 2017 – August 31, 2017	Not to exceed \$1,500.00

AGENDA ITEM11.(e)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE VACAVILLE CENTER PAINTING PROJECT
<u>REQUESTED ACTION</u> :	
Information OR	Approval

Non-Consent

SUMMARY:

Consent

Board approval is requested for the Vacaville Center Painting Project Notice of Completion. On April 5, 2017, Tiber Painting, LLC, was selected to provide construction services for the Vacaville Center Painting Project. 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;

OR

- 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: <u>Necessary documentation for completed construction and renovations</u>.

Ed. Code:	Board Policy:	Estimated Fiscal Impact:	\$ 0
SUPERINTENDE	NT'S RECOMMENDATION:	APPROVAL	DISAPPROVAL TABLE

Myron Hord

Interim Director of Facilities
PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 864-7260

TELEPHONE NUMBER Yulian Ligioso Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT **Dr. Celia Esposito-Noy** Superintendent-President

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

-8-

<u>When recorded mail to:</u> Yulian Ligioso, Vice President Finance & Administartion 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: 5/17/17
- 7. The Project Name is Vacaville Center Painting Project
- 8. DSA Number (if applicable): N/A
- 9. The contractor for such work of modernization is Tiber Painting, LLC
- 10. The name of the contractor's Surety Co. is: N/A
- 11. The date of contract between the contractor and the above owner is 4/5/17
- 12. The street address of said property is 2001 North Village Parkway, Vacaville, CA 95688
- 13. APN # 0133-180-160
- 14. The property on which said work of modernization was completed is in the City of <u>Fairfield, County of</u> <u>Solano</u>, State of California, and is described as follows: <u>Painting of blue exterior and selector interior</u> cement plaster walls at the Vacaville Center.

Date

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

Verification

I, undersigned, say:

I am Vice President, Finance & 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)

AGENDA ITEM13.(a)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO TWENTY FIFTH (25 TH) HOUR
	COMMUNICATIONS FOR MARKETING AND
	COMMUNICATION SERVICES

<u>REQUESTED ACTION</u>:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

Board approval is requested to contract with Twenty Fifth (25th) Hour Communications for Marketing and Communication Services. Proposed services include: Student media survey; advertising; media buying, placement, and tracking; review application to enrollment processes; research for strategic marketing plan; develop strategic marketing plan, and; public and media relations, as needed.

25th Hour Communications will provide services for 12 months at \$5,000 per month, with travel expenses billed at actual cost (not included in monthly fee).

Total contract amount not to exceed \$70,000. Attached is a copy of the proposed services.

STUDENT SUCCESS IMPACT:

 \boxtimes Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other:

Ed. Code:	N/A	Board Policy: 3225	Estimated Fiscal Impact: \$70,000
SUPERINT	TENDENT	C'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
		' N EID	

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

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 864-7209

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

VICE PRESIDENT APPROVAL

July 7, 2017

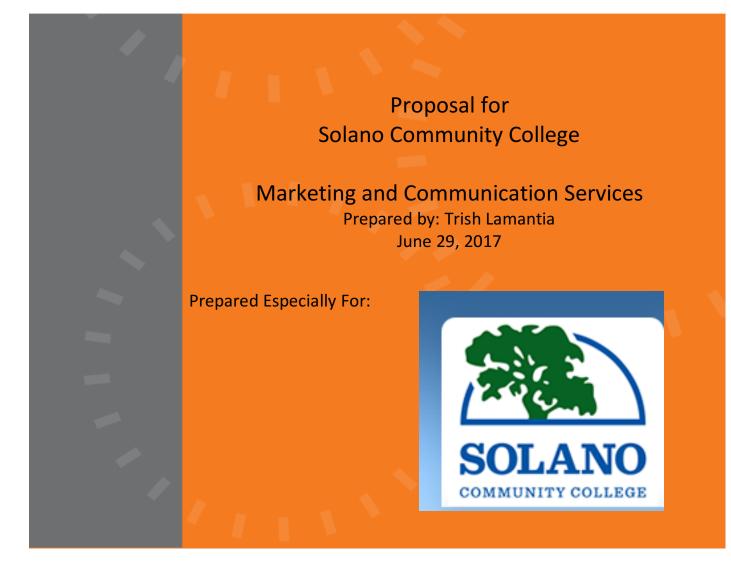
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT



twenty fifth hour communications





June 29, 2017

Dr. Celia Esposito-Noy President Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534

Dear President Esposito-Noy,

Thank you for the opportunity to submit this letter of introduction to 25th Hour Communications and proposal to partner with Solano Community College to provide marketing services.

As you know, Peter Anning and Jennifer Aries each have over 30 years experience in the California Community College system. Here at 25th Hour Communications, each of other senior team members also has over 25 years of experience in community college marketing and advancement. With a fresh look on the industry, we have the necessary tools to provide your college with a partner that brings multiple dynamic and unbiased perspectives to the table. Our unique creative approach is rooted in our ability to seamlessly weave traditional communication and marketing principals with new, innovative techniques to produce superior marketing plans and advertising campaigns for Solano Community College.

Based on what we learned from you during our conversation, we have put together an "agency services" proposal for you. This incorporates all facets of the work of a marketing and public relations department. Please have a look and let us know if you have any questions.

As discussed, we'd like to set up a call to address any questions that you may have and to make sure that this proposal will meet your overall marketing and communications needs. Once you've had an opportunity to review, please let us know if you have time available on Monday to discuss.

Thank you for the opportunity to present our proposal for an agency services contract.

Enthusiastically,

Jennifer Aries 25th Hour Communications

Company Ownership and History

Founded in 2011, 25th Hour Communications, Inc. is a legally recognized corporation with offices located in California and Massachusetts. The owners are Jennifer Aries and Trish Lamantia. With a team of employees and consultants, 25th Hour Communications, Inc. has quickly become one of the leading community college marketing communication firms in the country.

With backgrounds spanning from student to staff to senior director, we combined our talents and built 25th Hour Communications, Inc. on the foundation of passion for the community college mission and the fundamental goal of implementing the power of effective marketing in order to foster community college student success.

Consultant Qualifications

Experts in higher education communications and marketing, the 25th Hour Communications team brings a fresh, 360-degree perspective to your marketing and communication challenges.

The facilitation of both internal and external marketing and communications invites a host of rapidly evolving challenges. At 25th Hour Communications we are acutely aware of and well versed in meeting these challenges because we have successfully worked in these environments. We have

- o created and implemented marketing communication plans for community colleges
- constructed, executed, and managed a digital-based CTE outreach project for the Texas community and state technical colleges
- o assessed and rebuilt marketing departments as both employees and consultants
- o created a national communication plan promoting free community college education, and
- have led the charge to repair and stabilize the reputation and enrollment of the largest multi-campus community college in the country.

Our experience gives us an in-depth understanding of the importance of streamlined, efficient marketing communications. From our experience, we have compiled "best practices" standards that we offer each client.

Throughout our many years of service to other colleges like Solano Community College, we have lived and breathed the demanding missions of community colleges and how they are perceived as being all things to all people. We also understand the challenges and politics within these great schools. By uniting the different constituencies, we have successfully eliminated barriers, supported robust communication and marketing to recruit and retain students, all while supporting teaching and learning.

For our clients we have successfully:

- Increased Spring 2017 enrollment by 8% headcount and 2.4% FTES for a multi-college community college district in the San Francisco Bay Area
- Increased Fall 2016, Spring 2017 and Summer 2017 enrollment and retention for a rural community college for the first time in four semesters
- Achieved the Hispanic Serving Institution designation with 25% Hispanic enrollment earning our client \$2.5 million
- Increased enrollment by 8% and top of mind awareness during an accreditation crisis
- Increased enrollment for a northeast, rural community college by 8%; the only community college in its system with increased enrollment
- Integrated the concept of front-end marketing into college enrollment management and curriculum development
- Successfully created and implemented recruitment campaigns for new buildings/campus centers, then created and implemented the bond campaigns to obtain funds for those buildings/centers

- Successfully managed, enhanced and expanded a statewide Career and Technical Education awareness campaign
- Implemented new college and district brands through integrated marketing communications, including buyin and support from faculty, staff and students
- Created and implemented social media campaigns leading to engagement, cross promotion, enrollment generation, and increasing following for one college by 8,000 subscribers in just 8 months
- Won our clients awards for online advertising and video production

We have successfully delivered on-site managed services for four community colleges, ongoing website and social media management, and have helped colleges raise millions of dollars through campaigns and ballot initiatives. In fact, we currently manage social media for 13 community colleges across the country.

We pride ourselves on delivering excellent service with 24/7 access to each team member. When you work with 25th Hour Communications, you won't work with an account manager – you will work with our company president, CEO, vice presidents and the staff who do the work. You are that important to us.

Leadership Personnel

Jennifer Aries, President

For more than 25 years, Jennifer served as a director of marketing and communications in California community college districts.

Jennifer is a national leader in community college marketing communications. She has been the primary college spokesperson and communicator during a campus student shooting, created and implemented the public information and political campaigns to pass a \$498 million facilities bond to "build out" one college and renovate a second, served as the statewide director of public information for the Community College League of California, and served as the statewide sports information director of California community college intercollegiate athletics. She most recently served as the director of marketing communications for a community college going through an accreditation and enrollment crisis.

Throughout her career she has been on the front lines as new marketing and communication trends have emerged. With her extensive knowledge and experience she has lead teams in developing brands, marketing plans and strategies to drive enrollment, brand awareness, and resource development. She has also created and implemented communication plans to assist colleges in delivering their message to their many constituencies.

She has been recognized by the National Council of Marketing and Public Relations (NCMPR) as a District 6 Communicator of the Year, by the Community College Public Relations Organization (CCPRO) as an All-PRO, and awarded the Distinguished Administrator Award by the Chabot College Academic Senate.

Jennifer's experience extends beyond colleges to include corporations and non-profit associates that work primarily in higher education. Her belief in education, community colleges specifically, drives her to continually improve her skills and deepen her knowledge, always with the ultimate goal of student success.

Jennifer's work experience include:

- President of 25th Hour Communications, Inc. 2011 present
- National Vice President of Communications for Interact Communications 2009 2011
- Director of Grants Development for Massachusetts Bay Community College 2008 2009
- District Director of Public Information and Marketing for the Chabot-Las Positas Community College District 1999 2008

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- Director of Public Information Services for Modesto Junior College/Yosemite Community College District – 1991 – 1999
- Director of Public Information Services for the Community College League of California 1988 1991

She holds a Bachelor of Science degree in Marketing from Regis University and an Associate in Arts degree from Santa Rosa Junior College.

Trish Lamantia, Chief Executive Officer

Trish has over 10 years experience in community college marketing. She began her career as a studio director for the Fox 9 morning news show in Minneapolis. Her passion for community colleges took her to the national level where she worked in higher education marketing, community colleges specifically. She has served as a national consultant as well as an interim marketing director. She's is on the frontlines of new trends in marketing and communications and often leads clients in new and exciting directions. Adding to her suite of talents, she also has extensive experience working with SAAS solutions for content management systems.

Trish has worked on projects ranging from creating and implementing new college brands, to spearheading a statewide community college technology project.

Trish's work experience includes:

- CEO for 25th Hour Communication, Inc. 2016
- Commercial Director for Augmented Reality Organization 2015-2016
- Media Manager and Sales Director for Interact Communications 2006 2016
- Interim Director of Marketing for Yavapai College 2011
- Projects Manager from OmniUpdate 2009 2011
- Studio Director at Fox 9 News in Minneapolis, Minnesota 2004 2006

Trish holds a Bachelor of Arts degree in Communication Studies with a concentration in Electronic Media from the University of Minnesota, Twin Cities and an Associate in Arts degree in Business from Rochester Community and Technical College.

Peter Anning, Vice President, Creative Services

Peter Anning specializes in strategic communications for community college presidents and chancellors. With more than 34 years of experience in community colleges, as a classified staff member, adjunct faculty member, administrator as well as a student, Peter has worked with more than 27 presidents and 10 chancellors.

In his various roles he has advised leadership regarding community relations, alumni relations, public relations and relations with elected officials and city leaders.

He has lead the processes for rebranding three colleges and has been the sole media representative on numerous potentially negative public relations stories; from an armed suspect on campus to a staff murder; from a \$250,000 faculty embezzlement to a student fire fighter death and student protests. He understands the interests of the media to get a story as well as a college's need for trusted, factual and sensitive coverage during times of stress. Recognized for his many successes in marketing, advertising and public relations, Peter was awarded the All-Pro award for 2010 by the Community College Public Relations Organization (CCPRO).

Peter's work experience include:

- Vice President, Creative Services for 25th Hour Communications 2014 present
- Director of Communications and Marketing for City College of San Francisco 2013 2014

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 Director of Marketing, Public Relations and Graphic Design Services for Mission College - 2000 – 2013; Marketing/Communications Coordinator for Mission College - 1997 – 1999; Special Projects Coordinator/Community Education for Mission College - 1992 – 1997

He graduated summa cum laude from San Jose State University with a Master's of Arts degree in Education.

Melissa Aries, Digital Communications Director

Melissa currently manages social media and digital campaigns for all of our clients, including nine community colleges and districts. She is an experienced e-commerce manager, having built online storefronts, as well as directing web and social media information and advertising campaigns.

Prior to joining 25th Hour Communications, she served as a community college staff member working closely with vocational technical high schools on career pathways, high school dual enrollment, and articulation agreements.

Melissa's work experience includes:

- Digital Communications Director for 25th Hour Communications 2011-present
- Interim Marketing Coordinator for City College of San Francisco 2011-2013
- Projects Facilitator for the Massachusetts Bay Community College Metro West Consortia

Melissa holds a Bachelor of Science degree in Business Management with a concentration in Marketing from the University of Massachusetts, Boston and an Associate in Arts degree in Communications from Massachusetts Bay Community College, summa cum laude.

Crystal Balfany, Media and Marketing Manager

Crystal currently manages digital media campaigns for all of our clients. She is an experienced Media Buyer and marketing manager with more than 12 years of experience in the higher education industry. Her emphasized business background allows her to lead in contract negotiations, strategic planning and brand building. She is skilled in marketing and business development, project management, product development and brand awareness. Her media relationships branch throughout the nation, giving her a competitive edge on most advertising platforms.

Crystal has presented to president's cabinets, committees, and higher education councils throughout her career on topics such as cutting edge technology in social media and digital advertising. She is proficient using Google Adwords, Facebook Ads Manager, Pandora Digital Advertising and UpSnap Geo Targeting Mobile advertising. She is also well versed in traditional media buying on platforms such as Cinema, Newspaper, Outdoor, Publications, Direct Mail and Specialty Items.

Crystal's career accomplishments include:

- Keynoting at industry events across the nation.
- Managing the creation, approval and production of marketing materials.
- Expediting marketing strategies and principles, grasping new technologies and market trends, formulating strategies and plans.

Karen Kalil, Public & Media Relations

With over 20 years of corporate communications/PR experience, including media relations, crisis management, communirelations and event development/management, Karen Kalil currently works with clients to deliver strategic, integrated public relations and communications solutions. As head of PR/communications for Corinthian Colleges for a decade, Karen supported the organization's 100+ Everest, WyoTech, Heald schools, as well as its online operations. Prior, and for nearly a decade, Karen served as sr. vice president of marketing communications for Avnet, Inc. – a Fortune 500 distributor of electronic components, computer products and embedded technology – with strategic authority over company branding, internal/external communications, advertising and media.

Karen holds a bachelor's degree in communications, as well as a bachelor's in psychology from Syracuse University. She also currently serves as both volunteer PR Chairman for L.A. Works, Southern California's largest volunteer network; as well as a writing coach for L.A. Posse Foundation, a non-profit that supports public high school studer with academic and leadership potential who may be overlooked by traditional college selection processes.

Karen is credited with:

- Serving as right hand to C-suite leaders in defining and advancing communications strategies regarding PR/communications efforts, organizational announcements, media inquiries and crisis issues
- Designing and implementing highly successful programs to engage, bolster and retain employees and customers
- Mining for unique and positive customer and employee stories/experiences, to pitch to appropriate digital and traditional media
- Garnered \$16M (net) per year in earned media (PR) in such top-tier outlets as NY Times, USA Today, Forbes, Huffington Post, Miami Herald, Chicago Tribune and Dr. Phil
- Contributing to the strategic/creative development of a public affairs campaign (paid, earned and social media) that helped initiate significant changes in U.S. Department of Education regulations.
- Developing and implementing company crisis protocols, and managing/mitigating numerous crisis issues

Audrey Gardner, Art Director and Lead Graphic Designer

Audrey Gardner is a Graphic Designer and Art Director with more than 25 years experience. Her strong visual design skills and eye for color, layout, and typography have afforded her a successful career working for in-house ad agencies, higher education, consumer goods and the hospitality industry.

Audrey is skilled in digital photography, graphic design, photography direction, database management, creative writing and editing, logo design, photo-retouching, and composition/typographic expertise.

She is comfortable in both PC and OS work environments and is proficient using the Adobe Creative Suite, specifically Photoshop, Illustrator and InDesign. Additional applications include Quark Xpress, Freehand, Adobe Acrobat, SAP, Web Center and OFE. Audrey has excellent communication skills, is dependable with high degree of professional integrity, highly organized, and effective problem solver, deadline oriented and able to relate to all levels of business and management.

Audrey's accomplishments include:

- Identified cost saving solution to reduce errors that prevented re-printing, resulting in a cost savings of \$120 thousand per year.
- Acted as creative director, art director, designer and production designer for a period of six months while the marketing department was in transition.
- Worked one-on-one with the CEO of a company to execute his creative ideas while retaining the identity of their brand standards.
- Designs resulted in consistent or increased sales for Uno's Chicago Grill during challenging market conditions.
- Designed a highly praised kids menu campaign, which helped earn Uno the 4th Top Restaurant for Families by Parents Magazine.

Proposed Services

We have listed our "agency services" below so you can see how we will integrate 25th Hour with Solano College. We will serve as your marketing and public relations department. With this type of agreement, you have access to our entire team. While we have listed the services, we understand that you may have additional needs that are not listed below – that is the value that we bring as your agency. For example, we will create a general college marketing plan, but your CTE programs might need micro-plans. We will work with faculty and deans to create and implement those plans, just like a college marketing department would do. We are also familiar with the State Chancellor's Office initiatives like Guided Pathways and are prepared to help implement those with both internal and external communication plans.

1) Student Media Survey

We will develop and distribute an online survey to ascertain how students want to be communicated with, where they go to get information, as well as their preferred radio stations, both broadcast and online, social media preferences, and favorite television stations and programs. This information will help focus how and where marketing funds are spent, potentially reducing costs while increasing awareness.

2) Advertising

Our team will work with the Solano Community College team to create an annual advertising campaign, develop the graphics, messaging, and a plan that will begin to move the enrollment needle for SCC. We will also place the media buys and monitor the campaign. Until the marketing plan is finalized, it's hard to determine exactly what will be needed; however, the following list will provide you with an idea of various advertising media that may be used.

- Radio Spots
- Newspaper Advertisements
- Mailers (postcards)
- Posters
- Billboards
- Flyers and handouts for recruitment events
- 15-second digital video ads
- Web Banners
- Digital ads
- Social Media ads
- Digital radio
- Mobile advertising

A digital campaign requires crisp, clear, and eye-catching messaging that cuts through the "white noise" so prevalent in today's digital world. With this in mind, 25th Hour will develop a messaging treatment for use across all available web and social media platforms. The treatment will maintain a focus on challenging and supporting the consumer directly, telling realistic, personal stories in which potential students can "see themselves."

This approach allows us to keep costs low, while targeting desired audiences directly, in a medium where they are most receptive to the message. It also allows us to track the inquiries and evaluate the campaign's efficacy more quickly and completely. Utilizing the agreed upon treatment, 25th Hour will create a series of ads in different digital and social formats that can also be used in social media and web communication.

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3) Media Buying, Placement, & Tracking

At 25th Hour Communications, each senior team member has more than 25 years of media planning and buying experience. We have purchased and placed media for community colleges, state agencies, and corporations. We also have experience selling and producing media advertising, so we know where the profit margins are and where fees can be reduced or waived. To help maximize your budget, we will not charge an "agency rate". By forgoing the industry standard 15% commission, we are able to get the most out of all available resources and help you buy media with a non-profit rate, making your taxpayer dollars go further. We offer this to our clients because we know that you have to make a maximum impact with each dollar you spend.

Through the years we have watched and studied as media channels have evolved through new trends and technologies. From newspapers and AM/FM radio, to the multitude of online advertising options, XM radio, and Pandora, we are on top of the industry and know which media outlets serve community colleges best. Our experience tells us that communicating a message through the proper channel is paramount to ensuring success. Our media planning process begins with analyzing the Student Media Survey data and developing a thorough understanding of which media channels best suit Solano Community College.

When analyzing research data, we use our knowledge of media trends and patterns to identify those media channels most often frequented by your target audiences. These observations have broad implications, and dictate how we will recommend allocating the media budget among the many channels. We will create an advertising plan and campaign that will help you move the enrollment needle. The result will be a clear, concise message delivered by the means most likely to reach your target audience(s).

4) Review Enrollment Process: Inquiry → Application → Enrollment

We will examine SCC's enrollment process starting with outreach collateral and messaging to the prospective students' initial inquiry and all the way through registration. We will work with staff to understand each step of the process from multiple perspectives. We will recommend improvements to fill gaps and remove impediments that are discovered during process examination and testing.

We will have our team experience your online registration process to receive and evaluate the communication sent by the college. One thing to note that makes us different than other community college marketing consultation firms is that our team reflects your demographics. We have a marketing review team that includes high school juniors and seniors, re-entry adults looking for retraining and degree completion, and adults who have not attended college. So our enrollment process review is done 100% by your target audience demographics. They will also telephone various departments to request information and ask questions.

Each team member will report their experience to us to be included in a report with a gap analysis, recommendations on what to change, and what is currently working as it should.

Following the experiential admissions process and findings, we will create a communication plan and process that focuses on communication leading to the conversion of student applications to student enrollment. To do this, we will:

- Identify and review current communications to students who have applied but not yet enrolled
- Segment traditional and non-traditional students
- Examine content, tone, frequency of communications, call to action, response, and types of communication (direct mail, email, etc.)

Following the analysis, we will create a plan that includes timelines for communicating with prospective students, messaging with appropriate marketing language for overall college recruitment, and specialized program recruitment designed to move students through the application pipeline to enrollment.

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Additionally, 25th Hour will extend this research and planning to include understanding "stop outs" and help to bring those students back.

5) Communication Audit

Our team will review SCC's website and any existing sub-sites, social media sites, digital communications, and up to five key recruitment publications. Our review will include identifying current levels of engagement, digital communication, messaging, and marketing strategies and current use of analytics for enhancement. Again, our demographic team will review all print and digital collateral so you get a clear sense of the opinions of your target audiences.

6) Research for Strategic Marketing Plan

In order to create a strategic and tactical marketing plan for SCC, that will hit the mark, we will need to determine perceptions of the college from multiple constituency groups. This information will inform the plan and allow us to integrate messaging across multiple platforms that will resonate with individuals and groups.

Focus Groups

With the college's assistance, we will gather participants and provide an orientation to the process. Our flexible line of questioning will extract perceptions of Solano Community College, its academics and services, identify any inefficiencies that exist, gather input about the website, and foster discussion.

We will conduct eight focus groups with the following audiences:

- Current Students combination of traditional and non-traditional
- High School Students
- High School Guidance Counselors
- College Faculty
- College Staff
- College Administrators
- Community Leaders
- Business and Industry Employers

Interviews

We will conduct up to 15 interviews. Below is a list of suggested individuals. We will work with the college to determine the exact list.

- President
- Vice Presidents
- Executive Director of the Foundation
- Faculty Senate President or Leadership
- Classified Senate President or Leadership
- Student Body President or Leadership
- Academic and Student Services Deans
- Director of Admissions
- Director of Financial Aid

7) Strategic Marketing Plan

After research and data analysis, we will use our 360-degree marketing model to create a marketing and advertising strategy that will support multiple initiatives from recruitment to retention, to alumni to donor. Working together, we will jointly create a dynamic, comprehensive strategic and tactical marketing plan

that includes establishing a baseline and measurement tactics. This will help the college achieve its goals, while also gaining awareness among prospective donors and community leaders in the region. These efforts will also position the college as a regional leader in higher education and economic development.

8) Public and Media Relations

We will create a public/media relations plan with emphasis on media relations, that supports your strategic goals. This proposal includes unlimited writing of press releases, distribution and media tracking. Upon completion of each release, we will submit it for review and approval. Upon approval, we will distribute the release and track it through our in-house media tracking system. We will provide reports on media coverage on a weekly basis. In addition, we will integrate the releases across SCC's social media and web platforms.

Examples of our Work

Western Nebraska Community College – Case Study

February 2015 – present

Agency-of-record; management and support of public relations and marketing services onsite and remotely for 1.5 years – contract has been renewed multiple times.

Western Nebraska Community College (WNCC) had a dysfunctional Marketing and Public Relations department. Job descriptions didn't match what staff was assigned to do, there was animosity toward the department, and processes were bogged down.

A new marketing director was hired but was not familiar with community colleges, academic timelines, or recruitment advertisement schedules. 25th Hour Communications was brought onboard to help bring the new manager up to speed, analyze and break down communication barriers, streamline processes, enhance interaction both within the department and college as a whole, and refine marketing messaging and branding.

We identified an internal communications gap and created an online campus newsletter to inform all constituents of important events, accomplishments, deadlines and general campus news.

We led the restructuring of the marketing department and reviewed and edited 75% of the staff job descriptions.

An advertising and event calendar was created to ensure deadlines were met proactively and ads were developed ahead of time, instead of in a reactionary, rushed manner, as had become the norm. Logo use was unmonitored, advertisements had no thematic link and there was no marketing plan, so all work done was haphazard and ineffective. Ads were heavy with no flow or energy. We worked with the team to open up the designs and add a call-to-action.

The marketing department was exerting oversight on projects in areas beyond their role and function, and sometimes work prioritization was based upon relationships. The college's website was not as dynamic and up-to-date as it could have or should have been, and the online staff directory was woefully inaccurate.

25th Hour Communications addressed and fixed these issues, brought new digital and social media outreach to the college which not only returned detailed analytics, but drove 9,012 prospective students to the college's website from Nebraska, Colorado, and Wyoming.

Radio, television and print advertising were analyzed and re-focused with call-to-action messaging that had been missing, a new foundation major gifts campaign outreach video was produced and has won an award, and campus signage and branding have been addressed. A student media preferences survey was developed late in the Spring 2015 semester and disseminated in early fall to ascertain where students get their information, how they like

to be contacted, and what media they listen to and watch. Responses received from the survey have helped focus media buys and increased outreach effectiveness.



Above: "Before" and "After" ads showing theme and design changes for the nursing program at Western Nebraska Community College. Below: "Before" and "After" ads showing theme and design changes, and an example of a translated ad to target the Spanish-speaking demographic for the cosmetology program.



Las Positas College – Case Study

May 2014 – present

Managing public relations and marketing services onsite and remotely for 7 months – contract has been renewed two times.

Las Positas College (LPC) is part of the Chabot-Las Positas Community College District in the San Francisco East Bay Area. LPC serves 7,000 students on one campus. Semi-rural in nature, Las Positas College was without a public relations and marketing function. Located at the base of a hillside among vineyards and agriculture, the college is separated from its community by a highway. This creates a barrier to attendance for both enrollment and community activities.

Declining enrollment led the college leadership to contact 25th Hour Communications. Working within the College's limited budget and extremely short timeline, our team spent two days onsite conducting multiple interviews to gage internal and external perceptions. From the data, we crafted and implemented an integrated marketing campaign with key messages designed to remind the community of their dependence upon the college while urging them to enroll. We re-energized their social media, engaging students and community members at levels not seen before.

We worked closely with Admissions, Financial Aid, Academics and Student Services to truly integrate marketing activities. Working closely with Admissions and IT, the 25th Hour team created a third-party direct email campaign targeting specific audiences. Individual emails were sent to members of these audiences, generating leads with groups that had been dormant for multiple semesters.

Each group email was tracked and results delivered to Admissions. This department reached out to those with questions and tracked those that opened the email but had not taken action. Through this activity the 25th Hour and LPC teams converted approximately 40% of the opened emails to FTES.

We sought input from the enrollment management committee and worked closely with them to integrate marketing into their planning process. We also developed and helped employ marketing plans for other areas of the College such as Career and Technical Education and International Students.

All media placed was specifically tracked using multiple methods, providing for immediate campaign changes as needed. We increased fall enrollment by 4% at a time when all California community colleges were in steep decline, and increased digital engagement by 72% across multiple social media platforms. We also increased



their Hispanic enrollment to 25% earning the college the official HSI designation and \$2.5 million.

Chabot College, LPC's sister college, contracted with 25th Hour Communications in February 2015 for the same services. This past semester we increased the colleges' combined enrollment by 2.5% district wide for the first time in four semesters, while neighboring college districts continue to struggle with enrollment generation.

Ad with non-traditional student.

College Promise Campaign – Case Study

February 2016 – August 2016

Created and implemented communication plan for national free community college movement

Following President Obama's call for free community college and the creation of "America's College Promise," Civic Nation was born. The advocacy movement for free community college, led by Dr. Jill Biden and Dr. Martha Kanter, created the College Promise Campaign to promote free community college through Heads Up America.

In need of a national communication plan, Dr. Kanter reached out to 25th Hour Communications to create a robust plan that would create awareness of, and generate activity with, College Promise Programs across the country. Working with Dr. Kanter and the volunteer Board of Directors, we established the following goals

- Clarity of the College Promise Campaign and Heads Up America awareness effort
- Awareness of College Promise Campaign
- Awareness of existing College Promise programs and related legislation
- Expansion of College Promise programs across the country

We then went to work creating and implementing a communication plan that would support these goals. The 25th Hour team designed and developed print and digital collateral that tell the story of how free community college is supporting students and communities across the country. We identified specific storylines and media outlets to help carry the message, and promoted funders and donors leading to additional revenue generation.



Meet Our Donors

In the first quarter of operation the **College Promise Campaign** raised over one third of its initial fundraising goal of three million dollars. Specifically, this funding comes from nine donors, totaling \$1,060,000. These grants varied in size, duration, and focus. Several foundations supported the general efforts of the College Promise Campaign, while others focused funding on a particular population of interest, or a specific Campaign activity.

The College Promise Campaign continues to meet with potential funders in the business, nonprofit, and philanthropic sectors in particular. These relationships are formed through connections between National Advisory Board members, supporters of the Campaign, and through due diligence of the Campaign staff in seeking out partners with aligned interests.

As with all parts of the Campaign, we continue to make a concerted effort to find diverse, nonpartisan sources of funding. To achieve this goal, the Campaign actively extends partnership to a variety of potential funders and will begin soliciting corporate partnerships in addition to continuing to pursue traditional grant funds. \supset



Professional References

Chabot-Las Positas Community College District

Ms. Guisselle Nunez District Director of Public Information, Marketing and Governmental Relations <u>gnunez@clpccd.org</u> May 2012 - present

Provide marketing and public relations services including advertising campaign creation, creative concept development, graphic design, media buying, placement and tracking, writing, media relations and public relations, collateral development for a district office and two colleges in the highly competitive San Francisco Bay Area.

Las Positas College

Dr. Barry Russell President (925) 424-1002 • <u>brussell@laspositascollege.edu</u> May 2014 - present

Manage public relations and marketing services onsite and remotely; created positive image following public relations crisis, which led to declining enrollment; increased enrollment. Contract has been renewed three times.

Western Nebraska Community College

Ms. Allison Judy Director of Marketing and Public Relations (308) 635-6081 • judya2@wncc.net February 2015 – present

Performed marketing assessment and adjusted staffing for maximum efficiency; integrated marketing into the College; streamlined advertising plan saving WNCC more than \$17,000 in first semester of contract. Contract has been renewed.

Texarkana College

Traci Pitman Marketing Coordinator 903-823-3238 • <u>traci.pitman@texarkanacollege.edu</u> March – May 2016

Performed enrollment process audit. Interviewed senior administration and staff, uncovered computerrelated internal roadblocks, provided input for restructuring student service center layout, presented editorial overview regarding marketing and outreach materials, and advised the college president on best practices. Performed multiple interviews of staff and faculty. Uncovered some student service issues, and recommended steps to improve student communications. Held focus group sessions with current students and prospective students in both the academic and CTE courses and provided a report detailing how small measures, through more elaborate restructuring could improve services, student experience, and streamline the admissions and enrollment processes.

Fee Proposal

We propose to perform the activities listed above for the fee of \$5,000.00 per month for 12-months.

*Cost Proposal <u>does not</u> include printing, postage, third party email subscription service, videography, or any direct costs related to the marketing plan other than those specified in the proposal. All advertising costs/media buys must be paid by Solano Community College, however the fee for placing the media is provided as an added value.

*Travel and Expenses are not included and will be billed at our actual costs. Understanding that you are accountable to your taxpayers, we cap expenses for each trip at \$2,000 per trip. If the cost is below \$2,000 we will bill at our actual cost for airfare, rental car, hotel lodging, and home airport parking. When possible, we will send in someone within the region and only expense lodging. We do not seek reimbursement for food and beverages. If costs exceed \$2,000 per trip, we will assume the cost over the cap.

Jennifer Aries 25th Hour Communications, Inc. Date

Dr. Celia Esposito-Noy Solano Community College Date

AGENDA ITEM13.(b)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	MEMORANDUM OF UNDERSTANDING BETWEEN WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND SOLANO COMMUNITY COLLEGE (NEW)

REQUESTED ACTION:

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

SUMMARY:

The Workforce Innovation and Opportunity Act (WIOA) requires each designated local service area to develop an MOU to describe the collaborative working relationship among the 17 federal funding streams which support the local workforce development system in a community. The WIOA has requirements for partner agencies under the new MOU and partners will eventually be expected to help support the day-to-day operation of the One Stop system (with in-kind and/or financial support), based on benefit received.

CONTINUED ON THE NEXT PAGE

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:	Board Policy:	Estimated Fiscal Impact:
SUPERINTENDENT	S'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Calia Es	posito-Noy, Ed.D.	
	NTER'S NAME	
4000 Su	iisun Valley Road	
Fairf	ield, CA 94534	
l	ADDRESS	Celia Esposito-Noy, Ed.D.

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 10, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Superintendent-President

July 10, 2017 DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(b)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	MEMORANDUM OF UNDERSTANDING BETWEEN WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND SOLANO COMMUNITY COLLEGE (NEW)

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Phase one of the local MOU is between Solano County, the Workforce Development Board, and the mandated partner agencies for the local One Stop Career Center system (entitled the "Americas Job Centers of California", or AJCC.) It is requested that Solano Community College enter into a MOU with the Solano AJCC during Phase I and agrees to the following responsibilities:

• The AJCC partners shall participate in planning and conducting activities to build continuous partnerships, in response to state and federal requirements, to local and economic conditions, including employer needs, and adhere to common data collection and reporting.

• Each Partner Agency is to have a senior staff member serve on the "Solano AJCC Steering Committee", which serves in an advisory role to the full WDB (Workforce Development Board) on policy-level issues for the design and conduct of the AJCC administration and operation.

• Each Partner Agency is to have an appropriate staff member serve on the ad-hoc "Solano AJCC Operations Team", which serves to identify and cooperatively address day-to-day issues for the implementation of Solano AJCC activities.



Phase I Master Agreement

MEMORANDUM OF UNDERSTANDING

Between the Workforce Development Board of Solano County And the County of Solano

For the Conduct of the

Solano County "America's Job Center of California" System Effective July 1, 2016 through June 30, 2019

Preamble/Purpose

I.

A. Preamble

The federal Workforce Innovation and Opportunity Act (WIOA) of 2014 strengthens the ability of the nation's public workforce system to align investments in workforce development, education and training, and economic development efforts with regional in-demand jobs. The Act focuses on the importance of providing customers with access to high-quality One-Stop centers (known as "Americas Job Centers of California" or "AJCC") that connect customers with the full range of services available in their communities

Title I, subtitle B, chapter 1 section 121(c)(I) of the WIOA requires that a Memorandum of Understanding ("MOU" for the "Agreement") be developed and executed between the Workforce Development Board of Solano County ("WDB-SC") and the County of Solano ("County") (collectively, "the Parties") concerning the operations of the Solano AJCC delivery system.

Network Control of States

The AJCC is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

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- Foster demand-driven skills attainment;
- Enable upward mobility for all Californians; and
- Align, coordinate, and integrate programs and services.

This MOU acts as a functional tool to inform and obtain the County's agreement on how the WDB-SC and AJCC partners will work together to create a unified service delivery system that best meets the needs of shared customers.

B. Non-Financial Agreement

This MOU is required to be approved by the WDB-SC and the County prior to the establishment of guidelines regarding financial contributions between the WDB-SC and the AJCC. Therefore it is understood that any financial or fiduciary arrangements with the AJCC system are to be outlined in a separate agreement(s) between the partnering agencies.

C. Overall Purpose

The purpose of the MOU is to obtain the County's agreement regarding the WDB-SC's plan to establish a cooperative working relationship between mandated workforce development partnering agencies in a Governor approved WIOA service area.

This will ensure access to a high-quality Solano AJCC that provides the full range of services available in the community for all customers seeking the following:

- 1. Looking to secure, retain, and advance within meaningful employment.
- 2. Building a set of basic educational or occupational skills.
- 3. Earning certificates or degrees, including those that are postsecondary.
- 4. Obtaining guidance on how to make and pursue career choices and opportunities.
- 5. Seeking to identify, hire, and advance a skilled workforce.
- D. Purpose of Phase I Master MOU

In accordance with guidance provided by the State of California, as WIOA grant recipient and administrator, the overall working partnership between agencies is to be commemorated in both a Phase I and Phase II MOU.

This Phase I Master MOU obtains the County's agreement regarding service coordination and collaboration amongst the AJCC partners.

E. Phase I "Partner Agency MOUs

The WDB-SC wishes to utilize individualized Partner Agency MOUs which shall incorporate by reference this Master MOU to memorialize individual AJCC agency contributions and collective commitments.

The Phase I Partner Agency MOU develops an agreement regarding the operations of the local One-Stop system as it relates to shared services, shared customers, and needed referral systems.

The ensuing Phase II Partner Agency MOU builds upon the agreements established in Phase I and determines how to best support the established service delivery model through the sharing of resources and costs.

II. Parties to the MOU

The County and the WDB-SC are the Parties to this Phase I Master MOU. Parties to the Phase I Partner Agency MOUs are anticipated to be the WDB-SC and the following agencies as well as other as yet unidentified eligible agencies as mandated in the WIOA law or amendments.

- A. WIOA Title I Adult, Dislocated Worker, and Youth Programs
 - The Workforce Development Board of Solano County, Inc.
- B. WIOA Title II Adult Education and Literacy
 - The Solano County Adult Education Block Grant (AEBG) Consortium
- C. WIOA Title III Wagner-Peyser Programs
 - The State of California Employment Development Department (EDD) Workforce Services Division
- D. WIOA Title IV Vocational Rehabilitation Programs
 - The State of California Department of Rehabilitation
- E. Carl Perkins Career Technical Education (CTE)
 The Solano County Carl Perkins CTE Consortium
- F. Title V Older Americans Act
 - Experience Works, Inc.
- G. Job Corps
 - Job Corps (of Treasure Island San Francisco, CA)
- H. Native American Programs (Section 166)
 California Indian Manpower Consortium
- I. Migrant Seasonal Farmworkers (Section 167)
 - The California Human Development (CHD) corporation
- J. Veterans
 - The State of California Employment Development Department- Veterans Services
- K. Youth Build (NOTE: No Youth Build operator in Solano County at this time.)

- L. Trade Adjustment Assistance Act
 The State of California Employment Development Department TAA Services
- M. Community Services Block Grant
 - CAPSolano JPA
- N. Housing & Urban Development (HUD) (NOTE: No HUD-sponsored/funded workforce development program in Solano County)
- O. Unemployment Compensation
 - The State of California Employment Development Department Unemployment Insurance Division
- P. Second Chance (NOTE: No 'Second Chance' program operators in Solano County at this time.)
- Q. Temporary Assistance for Needy Families/CalWORKs
 - County of Solano Health and Social Services Agency

III. Role of the Workforce Development Board of Solano County

A. Policy-setting and Oversight Role

In accordance with the WIOA the WDB-SC serves as the policy-making and oversight body for the administration and operation of the local Solano AJCC.

B. Establishment of Two Comprehensive Solano AJCC Sites

The WDB-SC shall carry out site selection and lease-holding obligations for a comprehensive Solano AJCC site in the Cities of Fairfield and Vallejo.

IV. Role of the County

A. By executing this Phase I Master MOU, the County shall approve the WDB-SC's plan as described herein for the administration and operation of the AJCC, including the WDB-SC's intention to enter into Phase I and Phase II Partner Agency MOUs with eligible agencies to provide AJCC services.

V. AJCC Services

The range of AJCC services shall include the following, as described in detail in the Partner Agency MOU (Attachment A).

- A. Service provided in Comprehensive AJCC Centers (Fairfield and Vallejo)
 - 1. Basic Career Services
 - 2. Individualized Career Services
 - 3. Follow-up Services
 - 4. Training Services
 - 5. Business Services

B. Services provided by each AJCC partner.

In accordance with the associated Partner Agency MOUs each AJCC partner agency shall contribute to the day-to-day conduct of Solano AJCC as follows:

- 1. In providing access to Partner Agency services as outlined in the Partner Agency MOU Attachment A.
- 2. In providing on-site staff assistance for one or both of the comprehensive Solano AJCC sites (in Fairfield and Vallejo).
- 3. In providing any added services as specified in the Phase I Partner Agency MOU.

VI. <u>Funding of Services and Operating Costs – Per Phase II MOU</u>

The costs for services, operating costs, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated Phase II Memorandum of Understanding (MOU) to include a cost sharing agreement based on an agreed upon formula or plan, including proportionate use and/or other methodologies.

All parties to the Phase I Partner Agency MOU shall agree to develop this Phase II MOU at a future, appropriate time.

Partnering agencies will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate Cost Sharing Agreement that will be attached to the forthcoming Phase II MOU.

VII. Methods for Referring Customers

WDB-SC intends to require AJCC partner agencies to agree to mutually implement processes for the referral of customers: 1) to the Solano AJCC comprehensive sites for on-site assistance; 2) from the comprehensive sites out to partner agency sites for assistance; and/or 3) to any of the partner agency sites, as simple cross referrals - without involvement of the comprehensive centers.

VIII. Administrative and Operational Management

WDB-SC understands that implementation of the AJCC system is dependent on the good faith effort of every agency partner to work together to improve services to the community, although different ways of working together and providing services are envisioned.

To achieve this outcome, WDB-SC intends to develop and abide by a set of common administrative and operational systems and procedures, as agreed to by the partner agencies, for such a joint, collegial enterprise.

IX. <u>Access to AJCC Services, Including Individuals</u> with Barriers to Employment

WDB-SC intends to require that all partner agencies agree to promote and assist with open, allinclusive access for jobseekers and employers to AJCC services, especially for jobseeker individuals with barriers to employment.

The term "access" refers to providing services that are accessible to all Solano AJCC customers, including those with disabilities, through any of the following methods:

- 1. Co-location, with program staff from partner agencies physically present at the Solano AJCC comprehensive site(s);
- 2. Cross information sharing, with staff physically present at the AJCC who are properly trained to provide information about all programs, services, and activities that may be available to the customer through other partners (as appropriate and "do-able"); and/or,
- 3. Direct access through real-time technology, with access through two-way communication and interaction between customers and AJCC partners that result in services being provided.

X. Confidentiality

WDB-SC shall require the partner agencies to agree to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure confidentiality.

XI. Non-Discrimination and Equal Opportunity

All parties to the partner agency MOUs shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner will agree to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

XII. Grievances and Complaints Procedure

All parties to the partner agency MOUs will agree to establish and maintain a procedure for grievance and complaints in compliance with WIOA rules and regulations. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

All parties to the partner MOUs will further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XIII. <u>American's with Disabilities Act and Amendments</u> <u>Compliance</u>

WDB shall require all partner agencies to agree to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments.

Additionally, all parties to the partner agency MOUs will agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the aforementioned laws.

XIV. Effective Dates and Term of MOU

The parties to this Phase I Master MOU agree that this MOU shall be binding upon execution by both parties.

The term of this MOU shall be July 1, 2016 through June 30, 2019 unless otherwise modified. This MOU will be reviewed not less than once every three years to identify and incorporate any substantial changes that have occurred.

Additionally, the Phase I Master Agreement will be reviewed and, if necessary, updated after Local and Regional WIOA Plans have been developed. This is to ensure the MOU is properly aligned with the local priorities and strategies identified in both Plans.

XV. Jurisdiction and Venue

The area served by this Phase I Master MOU shall be the County of Solano in California. Venue shall lie in Solano County and the laws of the State of California shall govern the interpretation of this MOU.

XVI. Complete Agreement

It is agreed that this MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto.

XVII. <u>Severability</u>

Should any part of the Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force.

XIV. Notices

All communications regarding this Phase I Master MOU shall be sent via personal delivery or first class mall to the following addresses:

County of Solano County Administrator 675 Texas Street, Suite 6500 Fairfield, CA 94533

WDB of Solano County President/Executive Director 320 Campus Lane Fairfield, CA 94534

XV. Hold Harmless/Indemnification/Liability

The Parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU.

It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVI. Attachments

Attachment A:

Example of Partner Agency MOU

XVII. Signatures

Workforce Development Board of Solano County

Fadi Halabi, Chair

Solano County Board of Supervisors

Erin Hannigan, C

<u>726/16</u> Date

AGENDA ITEM13.(c)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:		Members of the Governing Board
SUBJECT:		APPROVAL OF ACCREDITATION REPORT
REQUESTED ACT	<u>ION</u> :	
Information	OR OR	⊠Approval ⊠Non-Consent

SUMMARY:

Copies of the Accreditation Report were distributed to the Governing Board members at the June 21, 2017 Board Meeting.

Approval of the final Accreditation Report is being requested at this time.

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:	Board Policy:	Estimated Fiscal Impact: N/A
SUPERINTENDEN	T'S RECOMMENDATION:	 □ APPROVAL □ DISAPPROVAL ○ NOT REQUIRED □ TABLE
Celia I	Esposito-Noy, Ed.D.	
PRES	ENTER'S NAME	
	Suisun Valley Road rfield, CA 94534	
	ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(*	707) 864-7299	-
TELE	PHONE NUMBER	
	Esposito-Noy, Ed.D.	X 1 10 2017
-	intendent-President	July 10, 2017
VICE PRI	CSIDENT APPROVAL	DATE APPROVED BY
	July 10, 2017	SUPERINTENDENT-PRESIDENT
	SUBMITTED TO ENDENT-PRESIDENT	

AGENDA ITEM13.(d)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board			
SUBJECT:	ADMINSTRATIVE LEADERSHIP GROUP 2017-2018 SALARY TABLE			
REQUESTED ACTION:				

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

The attached Administrative Leadership Group (ALG) salary table reflects the District proposed change of general salary increase of 6.759%. Additionally, a one-time only payment to ALG in the amount of 3.5% based upon end of Fiscal Year 2016-2017 salary.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: <u>Human Resources</u>

Ed. Code: 87801, 87802, 88162, 88163 Board Policy:4150 Estimated Fiscal Impact: \$119,889.28 Onetime only; \$231,523 On-going, not including Health and Welfare Benefits

	🖾 APPROVAL 🛛 🗌 DISAPPROVAL
SUPERINTENDENT'S RECOMMENDATION:	NOT REQUIRED TABLE

Mary Jones Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT July 7, 2017

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT Administrative Leadership 2017-2018 Salary Schedule (0717A)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
54	152,466.80	156,096.59	159,885.40	163,515.19	167,145.00	170,774.80	174,404.59	178,111.52
53	126,207.01	131,062.92	136,114.37	141,371.32	146,834.92	152,517.36	158,427.56	164,566.78
52	115,316.52	120,172.44	125,896.47	130,480.84	135,944.43	141,626.87	147,537.07	153,693.91
51	111,889.28	116,366.36	121,018.98	125,859.33	130,895.21	136,129.96	141,574.66	147,237.12
50	106,625.65	110,889.44	115,324.32	119,939.14	124,735.06	129,725.39	134,913.48	140,309.06
49	102,322.99	106,415.68	110,672.81	115,098.78	119,703.62	124,492.88	129,472.11	134,650.48
48	95,125.23	98,930.18	102,887.35	107,003.38	111,282.70	115,734.24	120,363.52	125,177.98
47	91,466.90	95,125.23	98,930.18	102,887.35	107,003.38	111,282.70	115,734.24	120,363.85
46	87,948.56	91,466.90	95,125.23	98,930.18	102,887.35	107,003.38	111,282.70	115,733.16
45	84,565.76	87,948.56	91,466.90	95,125.23	98,930.18	102,887.35	107,003.38	111,284.07
44	81,312.92	84,565.76	87,948.56	91,466.90	95,125.23	98,930.18	102,887.35	107,002.81
43	79,750.94	82,939.34	86,257.72	89,708.29	93,296.62	97,028.26	100,908.77	104,944.47
42	76,681.42	79,750.94	82,939.34	86,257.72	89,708.29	93,296.62	97,028.26	100,909.16
41	73,732.99	76,681.42	79,750.94	82,939.34	86,257.72	89,708.29	93,296.62	97,028.48
40	70,897.88	73,732.99	76,681.42	79,750.94	82,939.34	86,257.72	89,708.29	93,296.89
39	68,171.62	70,897.88	73,732.99	76,681.42	79,750.94	82,939.34	86,257.72	89,708.86
38	65,548.71	68,171.62	70,897.88	73,732.99	76,681.42	79,750.94	82,939.34	86,255.21
37	63,044.66	65,548.71	68,171.62	70,897.88	73,732.99	76,681.42	79,750.94	82,943.32
36	60,643.91	63,044.66	65,548.71	68,171.62	70,897.88	73,732.99	76,681.42	79,747.76
35	58,335.38	60,643.91	63,044.66	65,548.71	68,171.62	70,897.88	73,732.99	76,681.46
34	56,117.95	58,335.38	60,643.91	63,044.66	65,548.71	68,171.62	70,897.88	73,733.17
33	53,983.83	56,117.95	58,335.38	60,643.91	63,044.66	65,548.71	68,171.62	70,899.48

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

Career Increments after:

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

Salary Schedule is based on 223 workdays Effective: 7/1/17 Board Approved: 7/19/17

Solano Community College District 2017-2018

Salary Ranges for Administrative Leadership Group (ALG) Positions

Title	Range	Annua	ıl Sa	lary
Accounting Manager, Bond	42	\$ 76,681.42	\$	100,909.16
Accounting Manager, Fiscal Services	42	\$ 76,681.42	\$	100,909.16
Assistant Director, Facilities	42	\$ 76,681.42	\$	100,909.16
Assoc Dean, WDCE/SBDC	48	\$ 95,125.23	\$	125,177.98
Chief Technology Officer	49	\$ 102,322.99	\$	134,650.48
Dean, Academic Support Services	49	\$ 102,322.99	\$	134,650.48
Dean, Counseling & Special Services	49	\$ 102,322.99	\$	134,650.48
Dean, Enrollment Services	49	\$ 102,322.99	\$	134,650.48
Dean, Research, Planning & Institutional Effective	49	\$ 102,322.99	\$	134,650.48
Dean, School of Applied Technology & Business	49	\$ 102,322.99	\$	134,650.48
Dean, School of Health Sciences	49	\$ 102,322.99	\$	134,650.48
Dean, School of Liberal Arts	49	\$ 102,322.99	\$	134,650.48
Dean, School of Mathematics & Science	49	\$ 102,322.99	\$	134,650.48
Dean, School of Social & Behaviorial Sciences	49	\$ 102,322.99	\$	134,650.48
Dean, Vallejo Center	49	\$ 102,322.99	\$	134,650.48
Deputy Sector Navigator	48	\$ 95,125.23	\$	125,177.98
Director, Athletic	43	\$ 79,750.94	\$	104,944.47
Director, Children's Programs	43	\$ 79,750.94	\$	104,944.47
Director, Facilities	46	\$ 87,948.56	\$	115,733.16
Director, Financial Aid	46	\$ 87,948.56	\$	115,733.16
Director, Fiscal Services	49	\$ 102,322.99	\$	134,650.48
Director, MESA/Trio Program	34	\$ 56,117.95	\$	73,733.17
Director, Records and Registration	46	\$ 87,948.56	\$	115,733.16
Director, Strong Workforce	43	\$ 79,750.94	\$	104,944.47
Director, Technology Services & Support	48	\$ 95,125.23	\$	125,177.98
Executive Manager, Bonds	54	\$ 152,466.80	\$	178,111.52
Grants & Resource Dvelopment Manager	35	\$ 58,335.38	\$	76,681.46
Human Resources Manager	42	\$ 76,681.42	\$	100,909.16
Small Business Section Navigator	50	\$ 106,625.65	\$	140,309.06
Supervisor, Bookstore	34	\$ 56,117.95	\$	73,733.17
Supervisor, Custodial	33	\$ 53,983.83	\$	70,899.48
Vice President, Finance & Administration	54	\$ 152,466.80	\$	178,111.52
Vice President-Student Svcs	53	\$ 126,207.01	\$	164,566.78
Vice-President, Academic Affairs	53	\$ 126,207.01	\$	164,566.78
Vice-President, Human Resources	53	\$ 126,207.01	\$	164,566.78

AGENDA ITEM13.(e)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board			
SUBJECT:	NEW CONFIDENTIAL 2017-2018 SALARY TABLE			
<u>REQUESTED ACTION</u> :				
Information OR Consent OR	⊠Approval ⊠Non-Consent			

SUMMARY:

The District proposes a new salary table for the Confidential employees beginning July 1, 2017. The attached salary table reflects a general salary increase of 9.406%. Additionally, the Confidential employees will receive a one-time only payment, in the amount of 1.64%, based upon end of Fiscal Year 2016-2017 salary.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: <u>Human Resources</u>

Ed. Code:87801, 87802, 88162, 88163	Board Policy:4150	Estimated Fiscal Impact: \$10,155.31 One-
		time only; \$58,269 On-going, not including
		Health and Welfare Benefits

APPROVAL

NOT REQUIRED

SUPERINTENDENT'S RECOMMENDATION:

Mary Jones Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

DISAPPROVAL

TABLE

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

	SOLANO COMMUNITY COLLEGE DISTRICT									
Confidentials Salary Schedule - (0717A)										
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
39	69,861.88	72,655.74	75,561.13	78,582.68	81,728.30	84,995.75	88,396.40	91,933.12	95,611.34	
38	67,173.94	69,861.88	72,655.74	75,561.13	78,582.68	81,728.30	84,995.75	88,393.83	91,927.77	
37	64,607.80	67,173.94	69,861.88	72,655.74	75,561.13	78,582.68	81,728.30	84,999.83	88,402.33	
36	62,147.52	64,607.80	67,173.94	69,861.88	72,655.74	75,561.13	78,582.68	81,725.04	84,993.07	
35	59,781.76	62,147.52	64,607.80	67,173.94	69,861.88	72,655.74	75,561.13	78,582.71	81,725.12	
34	57,509.35	59,781.76	62,147.52	64,607.80	67,173.94	69,861.88	72,655.74	75,561.32	78,583.11	
33	55,322.31	57,509.35	59,781.76	62,147.52	64,607.80	67,173.94	69,861.88	72,657.38	75,564.74	
32	53,220.68	55,322.31	57,509.35	59,781.76	62,147.52	64,607.80	67,173.94	69,842.00	72,616.04	
31	51,197.60	53,220.68	55,322.31	57,509.35	59,781.76	62,147.52	64,607.80	67,165.47	69,824.40	
30	49,253.07	51,197.60	53,220.68	55,322.31	57,509.35	59,781.76	62,147.52	64,606.90	67,163.61	
29	47,385.96	49,253.07	51,197.60	53,220.68	55,322.31	57,509.35	59,781.76	62,143.96	64,599.49	
28	45,589.43	47,385.96	49,253.07	51,197.60	53,220.68	55,322.31	57,509.26	59,782.67	62,145.94	

Career increments after:

6 years2.50%8 years5.00%11 years7.50%15 years10.00%

Effective: 7/1/2017 Board Approved: 7/19/17

Solano Community College District 2017-2018

Salary Ranges for Confidentials Positions

Title	Range	Annual Salary
Business Operations Coordinator, Bond	35	\$ 59,781.76 \$ 81,725.12
Business Operations Coordinator, Finance & Administration	35	\$ 59,781.76 \$ 81,725.12
Executive Assistant, Human Resources	32	\$ 53,220.68 \$ 72,616.04
Executive Coordinator	35	\$ 59,781.76 \$ 81,725.12
Executive Coordinator, Superintendent-President & Governing		
Board	37	\$ 64,607.80 \$ 88,402.33
Human Resources Generalist	33	\$ 55,322.31 \$ 75,564.74
Senior Human Resources Generalist	35	\$ 59,781.76 \$ 81,725.12

AGENDA ITEM 13.(f) MEETING DATE July 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	DISTRICT AND OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39 2017-2020 COLLECTIVE BARGAINING AGREEMENT
REQUESTED ACTION:	

□ Information OR ⊠Approval □ Consent OR ⊠Non-Consent

SUMMARY:

Tentative agreement has been reached between the District and Operating Engineers/Stationary Engineers, Local 39. The following summary of major provisions is presented.

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with the Operating Engineers/Stationary Engineers, Local 39 for the period July 1, 2017 – June 30, 2020.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: <u>Human Resources</u>

Government Code:3547 Board Policy:2010

Estimated Fiscal Impact: \$55,342.36 One-time only; \$204,027 On-going, not including Health and Welfare Benefits

APPROVAL

NOT REQUIRED

SUPERINTENDENT'S RECOMMENDATION:

Mary Jones Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

DISAPPROVAL

TABLE

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

-44-

In spring 2017, the Operating Engineers/Stationary Engineers - Local 39 and District representatives met to discuss the establishment of a new collective bargaining contract for the next three year period (2017-2020). Negotiations were conducted in accordance with Government code 3547, regulations of the Public Employment Relations Board, and Solano Community College Board policies and administrative regulations.

The District has reached a tentative agreement with Local 39 for the contract effective July 1, 2017 through June 30, 2020. Throughout the agreement, references to dates have been updated as well as clarification to language when necessary. In addition, provisions from memorandums of understanding (MOUs) agreed to during the current contract term have been incorporated. A summary of the major provisions of the agreement, where applicable, is as follows:

Article 1 - Union Recognition	-Added new classifications.
Article 6 – Personnel Files/Evaluations	-Added language for personnel file requests.
Article 9 - Leave of Absence	-Added Aunts and Uncles to bereavement
	leave.
	-Updated language to be consistent with
	Education Code (decrease of 2 sick days -
	*accrual rates will be adjusted accordingly).
Article 11 – Hours and Overtime	-Added 2.5 times pay for work in excess of
	16 hours.
	-Added Remote Work Pay.
	-Increase Shift Differential Pay (4%).
	Custodial will work 8 hour shifts rather than
	7.5 hrs.
Article 14 - Pay and Allowances	-Improved language that addresses payroll
	errors.
	-Increased meal allowances.
	-All employees will contribute the normal
	share of the employee's contribution <u>required</u> under PERS.
	-Effective July 1, 2017 all employees will
	receive an 8% general salary increase and
	additional one-time-monies of 2.17%.
	-Effective July 1, 2017 a realignment of Step
	increase dates without a negative impact to
	employees.
	-Added a Total Compensation Study for the
	entire bargaining unit that will be
	implemented in 2019.

Article 15 – Health & Welfare Benefits	-Employees will contribute \$10 per month
	toward the medical insurance.
	-A reduction in retiree health care benefits
	for employees hired after June 30, 2017.
	-Sick Leave Pay-Off Option for Retiree &
	Retiree Longevity Option will only be
	available to existing employees who retire on
	or before December 31, 2017 (employee
	must make election prior Aug 31, 2017).
Article 16 – Working Conditions	-New language bargaining units work.
Article 17 – Transfers/Promotions	-Clarified the process.
Article 18 – Job Vacancies	-Added language so all job vacancies will be
	emailed to all bargaining unit employees in
	addition to posting in 1900 and SCCD's
	website.
Article 22 – Check Off & Organizational Security	-Updated the language to match the current
	process.
Article 29 – Duration Clause	-Agreement Effective July 1, 2017 – June 30,
	2020
New Articles	-Union Representative & Steward
	participation in new employee orientations.
Misc. Articles	-Cleaned up & improved contract language
	in several areas of the Agreement. Deleted
	"me, too" clause.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with the Operating Engineers/Stationary Engineers, Local 39 for the period July 1, 2017 – June 30, 2020.

AGENDA ITEM13.(g)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #211, 2017-2020 COLLECTIVE BARGAINING AGREEMENT
REQUESTED ACTION:	

□Information OR ⊠Approval □Consent OR ⊠Non-Consent

SUMMARY:

Tentative agreement has been reached between the District and the California School Employees Association, Chapter #211 (CSEA). The following summary of major provisions is presented.

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with the CSEA for the period July 1, 2017 – June 30, 2020.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: <u>Human Resources</u>

Government Code:3547 Board Policy:2010

Estimated Fiscal Impact: \$140,637.95 One-time only; \$484,958 On-going, not including Health and Welfare Benefits

DISAPPROVAL

TABLE

APPROVAL

NOT REQUIRED

SUPERINTENDENT'S RECOMMENDATION:

Mary Jones Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

July 7, 2017

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

VICE PRESIDENT APPROVAL July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT In spring 2017, the California School Employee Association, Chapter #211 (CSEA) and District representatives met to discuss the establishment of a new collective bargaining contract for the next three year period (2017-2020). Negotiations were conducted in accordance with Government code 3547, regulations of the Public Employment Relations Board, and Solano Community College Board policies and administrative regulations.

The District has reached a tentative agreement with CSEA Chapter 211 for the contract effective July 1, 2017 through June 30, 2020. Throughout the agreement, references to dates have been updated as well as clarification to language when necessary. In addition, provisions from memorandums of understanding (MOUs) agreed to during the current contract term have been incorporated. A summary of the major provisions of the agreement, where applicable, is as follows:

Article 2 - Discrimination	-Added new language to reflect federal and
	state regulations.
Article 4 – Personnel Files	-Changed title of article.
Article 5 - Evaluation	-Changed probationary period from 6 months
	to 9 months with an option for an extension
	with mutual agreement of the district and
	CSEA.
	-Adjusted conditional status from 3 months
	to 6 months.
	-Added additional language for evaluation
	process and timelines.
Article 7 – Job Representatives	-Changed article to reflect appropriate job
Article 7 – 500 Representatives	titles.
Article 8 – Hours and Overtime	-Adjusted shift differential to be paid at one
Article 0 – Hours and Overtime	range higher than member's current range.
Article 9 – Pay and Allowances	-Added language to address collection of
Article 9 – 1 ay and Anowances	overpayments to members.
	-All employees will contribute the normal
	share of the employee's contribution required
	under PERS.
	-Increased eligibility for sick leave buy out
	from 5 years to 10 years and capped
	maximum at 100 hours.
	-Increased eligibility for retirement payment
	to 15 years.
	-Effective July 1, 2017 all employees will
	receive 8% increase to general salaries and
	one-time additional monies at 2.32%.
Article 11– Health and Welfare	-Employees will contribute \$35, \$40 or \$45
	per month toward the medical insurance.
	-A reduction in retiree health care benefits
	for those hired after June 30, 2017, from 10
	years to 5 years, medical only.

Article 14 – Leaves of Absence	-Sick leave adjusted to 12 days per year by
Affect 14 - Leaves of Absence	Ed Code.
Article 15 – Professional Growth	
Arucie 15 – Professional Growin	-Added language for tuition reimbursement
	for classes taken here at Solano College.
	-Added language for release time for
	members to attend professional development
	events on campus.
Article 16 – Transfers/Promotions/Vacancies	-Revised and improved the whole process.
Article 18 – Classification And Reclassification	-Revised and improved the processes.
	-Added language for an internal classification
	study of 20% of the job descriptions per year,
	for the next five years.
Article 22 – Working Condition	-Removed and incorporated into other
	articles.
Article 29 - Negotiations	-Language added to clarify timelines for
	unresolved negotiations.
Article 30 – Duration	-Agreement Effective July 1, 2017 – June 30,
	2020
Appendices	-Added new forms for evaluations,
	reclassification application, and request for
	out of class pay.
	-Removed outdated appendices
Misc. Articles	-Cleaned up and improved contract language
	in several areas of the Agreement. Deleted
	"me, too" clause.
	- ,

RECOMMENDATION:

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with CSEA for the period July 1, 2017 – June 30, 2020.

AGENDA ITEM 13.(h) **MEETING DATE** July 19, 2017

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

TO:	Members of the Governing Board
SUBJECT:	RESOLUTION NO. 17/18-01 DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY
REQUESTED ACTION:	

Information	OR
Consent	OR

Approval **Non-Consent**

SUMMARY:

As part of the Furniture, Fixture & Equipment (FF&E) Replacement Project, and in compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 17/18-01 authorizing the donation of miscellaneous equipment and furniture and the disposal of items, which are unsatisfactory for retention and not suitable for school use.

STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy:	3320	Estimated Fiscal Impact: N/A
CA Ed Code 70902 (b) (6)m 81540			
SUPERINTENDENT'S RECOMMEN	DATION:		 ☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Myron Hord			
Interim Facilities Director			
PRESENTER'S NAME			
4000 Suisun Valley Road			
Fairfield, CA 94534			
ADDRESS			Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7260			
TELEPHONE NUMBER			
Yulian Ligioso			
Vice President, Finance & Adminis	stration		July 7, 2017
VICE PRESIDENT APPROV	AL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
July 7, 2017			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESID	ENT		-50-
			-30-

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

DESIGNATION AND DISPOSAL/DISPOSITION OF SURPLUS EQUIPMENT AND PROPERTY

RESOLUTION NO. 17/18-01

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as tables, student lockers, and musical keyboards, is unsatisfactory for retention and not suitable for school use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED, This 19th day of July 2017, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D. SECRETARY

AGENDA ITEM13.(i)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	RESOLUTION NO. 17/18-02 DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY – CLEANING MACHINES
REQUESTED ACTION:	
Information OR	⊠Approval

SUMMARY:

Consent

As District staff continue to accomplish housecleaning in a number of buildings, and in compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 17/18-XX authorizing the disposal/donation of seven floor cleaning machines (water pickup, gum buster carpet extractors, floor scrubbers), which are unsatisfactory for retention and not suitable for school use.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Non-Consent

Basic skills education

Workforce development and training

OR

Transfer-level education

Other:

Ed. Code:	Board Policy:	3320	Estimated Fiscal Impact: N/A
CA Ed Code 70902 (b) (6)m 81540			
SUPERINTENDENT'S RECOMMEN	DATION:		APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Myron Hord			
Interim Facilities Director			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS			Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7260			
TELEPHONE NUMBER	ł		
Yulian Ligioso			July 7, 2017
VICE PRESIDENT APPRO	VAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
July 7, 2017			
DATE SUBMITTED TO)		
SUPERINTENDENT-PRESII	DENT		-52-

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

DESIGNATION AND DISPOSAL/DISPOSITION OF SURPLUS EQUIPMENT AND PROPERTY

RESOLUTION NO. 17/18-02

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as seven floor cleaning machines, are unsatisfactory for retention and not suitable for school use; now therefore be it

RESOLVED, The Interim Director of Facilities, with the approval of the Superintendent-President, is authorized to dispose/donate said property.

PASSED AND ADOPTED, This 19th day of July 2017, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D. SECRETARY

AGENDA ITEM 13.(j) MEETING DATE July 19, 2017

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

TO:	Members of the Governing Board
SUBJECT:	CONTRACT CHANGE ORDER #2 TO ARTHULIA INC. FOR THE COSTUME WORKSHOP PROJECT
REQUESTED ACTION:	

Information	
Consent	

⊠Approval ⊠Non-Consent

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Arthulia Inc. for the Costume Workshop Project. On May 3, 2017 the Board approved a contract to Arthulia Inc. for the Costume Workshop Project.

Additional work requested by the District was not part of the original contract with Arthulia Inc., necessitating a change order for the following items:

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

OR OR

Transfer-level education

Other: Renovate instructional space and update equipment

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$3,750 Measure Q Funding
SUPERINTEND	ENT'S RECOMMENDATION	: APPROVAL DISAPPROVAL NOT REQUIRED TABLE
	Lucky Lofton	
Exe	cutive Bonds Manager	
PR	ESENTER'S NAME	
	0 Suisun Valley Road Fairfield, CA 94534	
	ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
	(707) 863-7855	-
TEI	LEPHONE NUMBER Yulian Ligioso	
Vice Preside	nt, Finance and Administration	July 7, 2017
VICE P	RESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	July 7, 2017	

-54-

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(j)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT:CONTRACT CHANGE ORDER #2 TO ARTHULIA INC.FOR THE COSTUME WORKSHOP PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

- Additional power for industrial sewing machines.
- Drywall patching and painting, including screw and anchor removal, for costume workshop swing space.
- Removal, relocation and reinstallation of marker boards.
- Extension of completion date 27 days.

\$ 41,686.00	Original Contract Sum
\$ 5,250.36	Previous Approved Change Orders
\$ 3,750.00	Proposed Change Order #2
\$ 50,686.36	New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #2 to Arthulia Inc. in the amount of \$3,750.

The Change Order may be viewed online at: <u>http://www.solano.edu/measureq/planning.php.</u>



EXHIBIT A

Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534 Tel: 707-864-7189

Change Order # Project No.: 2 Date: 7/19/2017

Project: Costume Workshop Project 4000 Suisun Valley Road Fairfield CA 94534

To: Arthulia Inc. 9 Stillman Street, Suite 9 San Francisco, CA 94134

The Contract is Changed as Follows:

<u>CPE #</u>	Description	Amount	Days Added
01	Additional power for industrial sewing machines	\$ 1,500.00	0
02	Drywall patching and painting, including screw and anchor removal, for costume workshop swing space	\$ 1,750.00	0
03	Removal, relocation and reinstallation of markerboards	\$ 500.00	0
	TOTAL COST OF CHANGE ORDER	\$ 3,750.00	
Original Co	ntract Sum:	\$ 41,686.00	
Total chang	e By Previous Change Orders:	\$ 5,250.36	
Contract Su	m Prior to This Change Order:	\$ 46,936.36	
Original Co	ntract Sum will be Increased by This Change Order:	\$ 3,750.00	
The New Co	ontract Sum Including This Change Order Will Be:	\$ 50,686.36	

The Original Contract Completion Date is: Contract Time Will be Changed by This Change Order: 6/21/2017 The date of substantial completion as of the of this change order is: 7/21/2017

CONTRACTOR:

Date:

27

DSA File No. : N/A

DSA Number: N/A

Arthur Wong Vice President Arthulia Inc.

OWNER:

Date:

Lucky Lofton Executive Bonds Manager Solano Community College District

AGENDA ITEM 13.(k) MEETING DATE July 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT CHANGE ORDER #2 TO BELL PRODUCTS, INC. FOR THE VALLEJO CENTER HVAC UPGRADE PROJECT

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

On April 19, 2017 the Board approved a contract to Bell Products, Inc. for the Vallejo Center HVAC Upgrade Project. Construction for this project began on May 30, 2017. On June 21, the Board approved Change Order #1. Board approval is now requested for Change Order #2 to the contract with Bell Products, Inc. for the Vallejo Center HVAC Upgrade Project.

Design changes have been made per additional DSA structural requirements. These changes require additional structural work to the building. Additionally a number of unforeseen conditions were encountered and appropriate adjustments have been made to the 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: <u>Renovate instructional space and update equipment</u>

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$147,730 Measure Q Funds
SUPERINTEND	ENT'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
	Lucky Lofton	
Exe	cutive Bonds Manager	_
PR	ESENTER'S NAME	
400	0 Suisun Valley Road	
F	Fairfield, CA 94534	
	ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
	(707) 863-7855	-
TEL	LEPHONE NUMBER	-
	Yulian Ligioso	
Vice Preside	nt, Finance and Administration	July 7, 2017
VICE P	RESIDENT APPROVAL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
	July 7, 2017	_

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(k)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:CONTRACT CHANGE ORDER #2 TO BELL PRODUCTS,
INC. FOR THE VALLEJO CENTER HVAC UPGRADE
PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This work was not part of the original contract with Bell Products, Inc., necessitating a change order for the following items:

- DSA Plan Check Revisions Additional roof framing and roofing patching.
- RFI 18 Additional blocking required at roof mounted condenser units.
- DSA Plan Check Revisions Addition of two fire smoke dampers.
- DSA Plan Check Revisions Added roof mounted duct supports.
- RFI 7 Remove and replace existing 10" boiler flue with new 16" flue.
- RFI 12 Remove eight fire/smoke dampers and duct detectors at demolished duct.
- RFI 32 Add power circuit for Boiler #2.
- RFI 34 Disconnect existing power to cooling tower VFD.
- RFI 9 Remove roof mounted equipment screen for cooling tower.

This change order is within the previously approved budget for the project, with the change being funded by Measure Q funding.

- \$1,800,000.00 Original Contract Sum
- \$ 9,404.00 Previous Approved Change Orders

<u>\$ 147,730.00</u> This Proposed Change Order

\$1,957,134.00 New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #2 to Bell Products, Inc. in the amount of \$147,730.00.

The Change Order may be viewed online at: <u>http://www.solano.edu/measureq/planning.php.</u>



Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534 Tel: 707-864-7189 Fax: 707-207-0423

2
17-009
19-Jul-17

- Project: Solano Community College District Vallejo Center HVAC Upgrade Project
- To: Bell Products, Inc. 722 Soscol Avenue Napa, California 94559-0396

The Contract is Changed as Follows:

CPE No.

03

DSA Plan Check Revisions/RFI 18 - Additional roof demolition, framing, roof insulation and re-roofing 02.1 required at new roof top mechanical unit locations per DSA review; Additional blocking required to support curbs at all roof top condenser units due to roof insulation not shown on bid documents. \$106,740.00 DSA Plan Check Revisions - Addition of two (2) fire/smoke dampers and associated electrical 02.2 connections and ductwork per DSA review. \$8,357.00 02.3 DSA Plan Check Revisions - Addition of four (4) roof mounted duct supports per DSA review. \$10,283.00 RFI 7 - Remove existing 10" boiler flue and replace with manufacturer-recommended 16" flue due to there now being two (2) boilers exhausting into the main flue, as opposed to one. \$15,311.00

RFI 12 - Remove 120V power to eight (8) existing fire/smoke dampers being demolished. Duct 04 detectors will also be removed. Work not shown on electrical plans.

05 RFI 32 - Added power and circuitry for new Boiler #2, not shown on electrical plans.

\$878.00

\$2,792.00

Swinerton Management & Consulting

48-C1

02-115704

DSA File No .:

DSA App. No.:

EDesignC, Inc.

582 Market Street, Suite 400

San Francisco, California 94104

- 07 RFI 34 Disconnect existing power to VFD serving existing cooling tower, which has now been demolished. Work not shown on electrical plans.
- 08 RFI 9 Labor and equipment (crane) to remove the existing equipment screen at the cooling tower, including associated roof patching.

\$2,885.00

\$484.00

TOTAL COST OF CHANGE ORDER FINAL CHANGE ORDER AMOUNT	ADD Deduct	\$147,730.00 \$0 \$147,730.00
Original Contract Sum:	\$	1,800,000.00
Total change By Previous Change Orders:	\$	9,404.00
Contract Sum Prior to This Change Order:	\$	1,809,404.00
Original Contract Sum will be Increased by This Change Order:		\$147,730.00
The New Contract Sum Including This Change Order Will Be:	\$	1,957,134.00
The New Contract Completion Date Will Be:		4-Aug-17
Contract Time Will be Unchanged by This Change Order:		0 Days
The date of substantial completion as of the of this change order is		4-Aug-17

ARCHITECT:

EDesignC, Inc. 582 Market Street, Suite 400 San Francisco, California 94104

(Affix stamp here)

CONTRACTOR:

Date:

Date:

Bell Products, Inc. 722 Soscol Avenue Napa, California 94559-0396

Lucky Lofton

Executive Bonds Manager Solano Community College District (Affix stamp here)

OWNER:

Date:

AGENDA ITEM13.(l)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 WITH CA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SOFTBALL BLEACHER REPLACEMENT PROJECT

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

On July 20, 2016 the Board approved a professional services agreement in the amount not to exceed \$57,670 to CA Architects to provide architectural and engineering services for the Softball Bleacher Replacement Project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with CA Architects for additional services related to the design, documentation and construction administration of an accessible path of travel from the softball bleachers 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: <u>Provide infrastructure that supports classrooms or related College facilities</u>

Ed. Code:	Board Policy: 3225;3520	Estimated Fiscal Impact: \$9,910 Measure Q Funds
SUPERINTENI	DENT'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
	Lucky Lofton	
Exe	ecutive Bonds Manager	
PF	RESENTER'S NAME	
40	00 Suisun Valley Road	
	Fairfield, CA 94534	
	ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
	(707) 863-7855	-
TE	LEPHONE NUMBER	
	Yulian Ligioso	
Vice Presid	ent, Finance and Administration	July 7, 2017
VICE I	PRESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	July 7, 2017	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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AGENDA ITEM13.(l)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:CONTRACT AMENDMENT #1 WITH CA ARCHITECTS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE SOFTBALL BLEACHER REPLACEMENT
PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

nearest ADA compliant restroom, that the Division of State Architect (DSA) is requiring.

- \$ 57,670.00 Original Contract Amount
- <u>\$ 9,910.00</u> Proposed Amendment #1
- \$ 67,580.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to CA Architects in an amount not to exceed \$9,910.

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

AGENDA ITEM13.(m)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #4 WITH CONSTRUCTION TESTING SERVICES INC. FOR VACAVILLE CLASSROOM BUILDING RENOVATION PROJECT
REQUESTED ACTION:	
Information OR	⊠Approval

SUMMARY:

Consent

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; Amendment #2 was approved in November 2016; Amendment #3 was approved in April 2017.

Board approval is requested for the attached Amendment #4 to decrease the original consulting

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Non-Consent

Basic skills education

Workforce development and training

OR

Transfer-level education

Other: Repair and update instructional space and equipment to meet DSA standards.

Ed. Code:	Board Policy: 3225;3520	Estimated Fiscal Impact: <\$82,982> Measure Q Funds
SUPERINTEN	IDENT'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

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(m)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #4 WITH CONSTRUCTION TESTING SERVICES INC. FOR VACAVILLE CLASSROOM BUILDING RENOVATION PROJECT
REQUESTED ACTION:	

□InformationOR□Approval□ConsentOR□Non-Consent

CONTINUED FROM THE PREVIOUS PAGE

services agreement with Construction Testing Services Inc. During the truss testing, early results were conclusive enough that it was determined it was not necessary to complete all the testing. The District requested that CTS have their sub install shoring at one failed truss location. This deductive Amendment includes the following:

\$<91,292> Savings from early halt of testing
<u>\$ 8,310</u> Additional cost for shoring one truss
\$<82,982> Total Proposed Amendment #4

Following is a summary of the Contract amount with proposed Amendment #4:

\$132,800 Original Contract Amount
\$369,484 Previously Approved Amendments
\$<82,982> Proposed Amendment #4
\$419,302 New Contract Amount

The Board is asked to approve this deductive contract amendment to Construction Testing Services Inc. in the deductive amount of <\$82,982>. Construction Testing Services Inc.'s new contract amount will be \$419,302.

The contract Amendment #4 is available online at: <u>http://www.solano.edu/measureq/planning.php.</u>

AGENDA ITEM13.(n)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AMENDMENT #1 WITH CA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT	

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

On March 1, 2017, the Board approved a professional services agreement in the amount not to exceed \$368,790 to CA Architects to provide architectural and engineering services for the Vacaville Classroom Building (Annex) renovation Project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with CA Architects for additional structural engineering services for repair of three trusses that were damaged during the recent truss testing.

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: <u>Renovate instructional space and equipment.</u>

Ed. Code:	Board Policy: 3225;3520	Estimated Fiscal Impact: \$9,900 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:		APPROVAL DISAPPROVAL NOT REQUIRED TABLE
	Lucky Lofton	
Ex	ecutive Bonds Manager	
PI	RESENTER'S NAME	
40	00 Suisun Valley Road	
	Fairfield, CA 94534	
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
	Yulian Ligioso	
Vice President, Finance and Administration		July 7, 2017
VICE PRESIDENT APPROVAL		DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
	July 7, 2017	
DA	TE SUBMITTED TO	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

-66-

AGENDA ITEM13.(n)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AMENDMENT #1 WITH CA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT	

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

- \$ 368,790 Original Contract Amount
- <u>\$ 9,900</u> Proposed Amendment #1
- \$ 378,690 New Contract Amount

The Board is asked to approve this contract Amendment #1 to CA Architects in an amount not to exceed \$378,690.

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

AGENDA ITEM13.(o)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 WITH PREMIER CHEMICAL ENVIRONMENTAL SOLUTIONS FOR THE AUTOMOTIVE TECHNOLOGY BUILDING PROJECT
REQUESTED ACTION:	
Information OR	Approval

SUMMARY:

Consent

On November 17, 2016 a professional services agreement in the amount of \$5,000 was approved with Premier Chemical Environmental Solutions (Premier Chemical) to provide consulting services for the Automotive Technology Building Project.

Board approval is requested for the attached Amendment #1 to increase the original consulting services agreement with Premier Chemical to establish a Hazardous Materials Business Plan in compliance with California Health & Safety Code and to relocate materials from the current location to the new facility.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Non-Consent

Basic skills education

Workforce development and training

OR

Transfer-level education

Other: Provide new instructional space and equipment.

Ed. Code:	Board Policy: 3225;3520	Estimated Fiscal Impact: \$9,850 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 and Administration

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT **Celia Esposito-Noy, Ed.D.** Superintendent-President

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM 13.(0) MEETING DATE July 19, 2017

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

TO:		Members of the Governing Board	
SUBJECT:		CONTRACT AMENDMENT #1 WITH PREMIER CHEMICAL ENVIRONMENTAL SOLUTIONS FOR THE AUTOMOTIVE TECHNOLOGY BUILDING PROJECT	
REQUESTED ACT	<u>'ION</u> :		
Information	OR OR	⊠Approval ⊠Non-Consent	

CONTINUED FROM THE PREVIOUS PAGE

\$ 5,000.00 Original Contract Amount <u>\$ 9,850.00</u> Proposed Amendment #1 \$14,850.00 New Contract Amount

The Board is asked to approve this contract amendment to Premier Chemical in an amount not to exceed \$9,850. Premier Chemical's new contract amount will be \$14,850.

The contract Amendment #1 is available online at: http://www.solano.edu/measureg/planning.php.

AGENDA ITEM 13.(p) MEETING DATE July 19, 2017

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

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AWARD TO OPTIMA INSPECTIONS INC. FOR PROJECT INSPECTION SERVICES FOR THE FAIRFIELD CAMPUS ENTRY SIDEWALK IMPROVEMENTS PROJECT	
REQUESTED ACTION	[:	
☐Information OR ☐Consent OR		

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project construction inspection services for the Fairfield Campus Entry Sidewalk Improvements Project, which consists of replacement of the existing sidewalk, curb and gutters, curb ramps and construction of new curb ramps and sidewalk, pavement striping/marking, installation of new street light, and pedestrian lights, and underground conduit/wiring. The scope of work includes providing onsite inspection of all construction and all other items required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Enhancing safety and security for students and staff

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: \$5,000 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:		 ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
	Lucky Lofton	
E	Executive Bonds Manager	
]	PRESENTER'S NAME	
2	4000 Suisun Valley Road	
	Fairfield, CA 94534	
ADDRESS		Celia Esposito-Noy, Ed. D.
		Superintendent-President
(707) 863-7855		-
Т	ELEPHONE NUMBER	
	Yulian Ligioso	
VP, Finance & Administration		July 7, 2017
VICE	E PRESIDENT APPROVAL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
	July 7, 2017	
Γ	DATE SUBMITTED TO	
SUPE	RINTENDENT-PRESIDENT	-70-

AGENDA ITEM13.(p)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AWARD TO OPTIMA INSPECTIONS INC. FOR PROJECT INSPECTION SERVICES FOR THE FAIRFIELD CAMPUS ENTRY SIDEWALK IMPROVEMENTS PROJECT	

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board approved pool of project inspection firms. When no proposals were received on the stated due date, each firm was contacted by phone. Tyr, Inc. stated that they could not fit the project into their workload. Following the phone calls, only one proposal was submitted, by Optima Inspections Inc. Optima Inspections Inc's proposal was reviewed and determined to be a fair price for the services requested.

The Governing Board is asked to approve a contract to Optima Inspections Inc. in the amount not to exceed \$5,000.

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

AGENDA ITEM13.(q)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

Members of the Governing Board	
CONTRACT AWARD TO ARTHULIA INC. FOR	
CONSTRUCTION SERVICES FOR THE HORTICULTURE	
FARMERS MARKET CABINET PROJECT	

REQUESTED ACTION:

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

SUMMARY:

Board approval is requested for award of a construction contract to Arthulia Inc. for the Horticulture Farmers Market Cabinet Project. The scope of work includes labor, materials, equipment and supplies necessary for the construction of a custom cabinet and countertop for the Horticulture Farmers Market Stand located adjacent to Building 1000.

Proposals were solicited from Department of General Services (DGS) registered Small Businesses and Disabled Veteran Business Enterprises.

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: Provide new instructional space and equipment.

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: \$44,000 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		Celia Esposito-Noy, Ed.D.

Superintendent-President

(707) 863-7855

TELEPHONE NUMBER Yulian Ligioso

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(q)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:CONTRACT AWARD TO ARTHULIA INC. FOR
CONSTRUCTION SERVICES FOR THE HORTICULTURE
FARMERS MARKET CABINET PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Two proposals were received:

Arthulia Inc.	\$44,000.00
TPA Construction Inc.	\$49,500.00

It was determined that Arthulia Inc. was the lowest responsive and responsible bidder.

The Board is asked to approve a construction contract to Arthulia Inc. in the amount of \$44,000.

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

AGENDA ITEM 13.(r) **MEETING DATE** July 19, 2017

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

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AWARD TO CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES FOR THE PARKING LOT ISLAND IMPROVEMENTS PROJECT	
REQUESTED ACTION:		
Information OR		

Non-Consent

SUMMARY:

Consent

Board approval is requested for award of a contract to CSW/Stuber-Stroeh Engineering Group, Inc. to provide full engineering services for the Parking Lot Island Improvements Project. The consultant's scope of work will be to prepare construction documents, and provide bid phase services and construction administration services for the improvements to select existing parking lot islands 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

OR

Transfer-level education

Other: Enhance safety and security for students, faculty, and staff

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$26,920 Scheduled Maintenance Funds

SUPERINTENDENT'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Myron Hord	
Interim Facilities Director	
PRESENTER'S NAME	
4000 Suisun Valley Road	
Fairfield, CA 94534	
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7260	
TELEPHONE NUMBER	
Yulian Ligioso	
Vice President Finance & Administration	$J_{11} = 7.2017$

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM 13.(r) MEETING DATE July 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES FOR THE PARKING LOT ISLAND IMPROVEMENTS PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the Board approved pool of civil engineering firms, including BKF Engineers, Creegan + D'Angelo, and CSW/Stuber-Stroeh Engineering Group Inc. Proposals were received from Creegan + D'Angelo and CSW/Stuber-Stroeh Engineering Group, Inc. Based on qualifications and price, CSW/Stuber-Stroeh Engineering Group, Inc. was deemed the best value with a proposal in the amount of \$26,920.

The Board is asked to approve a contract award to CSW/Stuber-Stroeh Engineering Group, Inc. in an amount not to exceed \$26,920.

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

AGENDA ITEM 13.(s) **MEETING DATE** July 19, 2017

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

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO PREMIER CHEMICAL & ENVIRONMENTAL SOLUTIONS FOR ASBESTOS SURVEY CONSULTING SERVICES FOR THE FAIRFIELD CAMPUS SUBSTATION #1 & #2 REPLACEMENT PROJECT

REQUESTED ACTION:

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Premier Chemical & Environmental Services for asbestos survey consulting services for the Fairfield Campus Sub-Station #1 and #2 Replacement Project. The scope of work includes inspection services and to provide a survey report of suspect asbestos-containing construction materials at two substations as part of the sub-station replacement 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: Update infrastructure that supports classrooms or related College facilities

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: \$1,975 Measure Q Funds
SUPERINTE	ENDENT'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED 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	
Vice Pr	resident, Finance & Administration	July 7, 2017
VIC	E PRESIDENT APPROVAL	DATE APPROVED BY
		SUPERINTENDENT_PRESIDENT

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

SUPERINTENDENT-PRESIDEN I

AGENDA ITEM13.(s)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO PREMIER CHEMICAL & ENVIRONMENTAL SOLUTIONS FOR ASBESTOS SURVEY CONSULTING SERVICES FOR THE FAIRFIELD CAMPUS SUBSTATION #1 & #2 REPLACEMENT PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Premier Chemical & Environmental Solutions is the District vendor that provides chemical removal and containment services and asbestos survey services for all of the Solano Community College District campuses.

The Board is asked to approve a professional services contract award to Premier Chemical & Environmental Solutions in the amount not to exceed \$1,975.

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

AGENDA ITEM 13.(t) MEETING DATE July 19, 2017

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

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO QUALITY SOUND FOR CONSTRUCTION SERVICES FOR THE BUILDING 1200 FIRE ALARM PANEL PROGRAMMING PROJECT

REQUESTED ACTION:

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

SUMMARY:

Board approval is requested for award of a construction services contract to Quality Sound for the Building 1200 Fire Alarm Panel Programming Project. The scope of work is to build, program and test the fire alarm panel for Building 1200 related to the recent renovation. The project will enable Building 1200 to be integrated into the campus' single fire alarm network improving monitoring efficiency for the entire 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: Enhance safety and security for students, faculty, and staff.

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: \$12,430 Measure Q Funds
SUPERINTE	ENDENT'S RECOMMENDATION:	APPROVAL DISAPPROVAL NOT REQUIRED 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	
r	TELEPHONE NUMBER	
	Yulian Ligioso	
	Finance & Administration	July 7, 2017
VIC	E PRESIDENT APPROVAL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
	July 7, 2017	
· · · · · · · · · · · · · · · · · · ·	DATE SUBMITTED TO	—
SUPE	ERINTENDENT-PRESIDENT	
		-78-

AGENDA ITEM13.(t)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:CONTRACT AWARD TO QUALITY SOUND FOR
CONSTRUCTION SERVICES FOR THE BUILDING 1200
FIRE ALARM PANEL PROGRAMMING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Quality Sound, who is a certified installer for the Fairfield Campus fire alarm system, and who installed the original system and equipment.

The Governing Board is asked to approve a contract to Quality Sound in the amount of \$12,430.

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

AGENDA ITEM13.(u)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AWARD TO tBP ARCHITECTURE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE B100 LIBRARY EMERGENCY GENERATOR PROJECT	
REQUESTED ACTION:		
Information OR		

SUMMARY:

Consent

Board approval is requested for award of a contract to tBP Architecture to provide full architectural and engineering services for the B100 Library Emergency Generator Project. The consultant's scope of work will be to develop construction documents, and provide bid phase and construction administration services for the installation of an emergency generator to support the Fairfield campus' main data center located in Building 100.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Non-Consent

Basic skills education

Workforce development and training

SUPERINTENDENT-PRESIDENT

OR

Transfer-level education

Other: <u>Update infrastructure that supports classrooms or related College facilities.</u>

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: \$77,000 Measure Q Funds
SUPERINTE	ENDENT'S RECOMMENDATION:	 ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ 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	
Vice Pr	resident, Finance & Administration	July 7, 2017
VIC	E PRESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	July 7, 2017	
	DATE SUBMITTED TO	

-80-

AGENDA ITEM13.(u)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AWARD TO tBP ARCHITECTURE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE B100 LIBRARY EMERGENCY GENERATOR PROJECT	

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all the firms in the Board approved pool of architects. Only one proposal was submitted, by tBP Architecture. The proposed fee in the amount not to exceed \$77,000 was determined to be fair and appropriate for the services requested.

The Board is asked to approve a contract award to tBP Architecture in the amount not to exceed \$77,000.

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

AGENDA ITEM 13.(v) MEETING DATE July 19, 2017

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

TO:	Members of the Governing Board	
SUBJECT:	RATIFICATION OF CONTRACT AWARD TO CONSOLIDATED ENGINEERING LABORATORIES FOR PROJECT SPECIAL INSPECTION AND TESTING SERVICES FOR THE VALLEJO CENTER HVAC UPGRADE PROJECT	

REQUESTED ACTION:

Information	
Consent	

Approval Non-Consent

SUMMARY:

Board ratification is requested of award of a professional services contract to Consolidated Engineering Laboratories for Division of State Architect special inspection and testing services for the Vallejo Center HVAC Upgrade Project. The scope of work of this contract includes providing all offsite and onsite special inspections and materials testing as required by the California Building Code, 2013 Edition.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

OR

OR

Transfer-level education

Other: Enhancing safety and security for students and staff

Ed. Code:	Board Policy:3225; 3520	Estimated Fiscal Impact: \$2,406.20 Measure Q Funds
SUPERINTEN	DENT'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

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT July 7, 2017

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(v)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	RATIFICATION OF CONTRACT AWARD TO CONSOLIDATED ENGINEERING LABORATORIES FOR PROJECT SPECIAL INSPECTION AND TESTING SERVICES FOR THE VALLEJO CENTER HVAC UPGRADE PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of project special inspection and testing firms. Responses were received from Consolidated Engineering Laboratories, Construction Testing Services, Inc., and Ninyo & Moore. Based on qualifications, proposed scope of work, and price, Consolidated Engineering Laboratories is considered the best value for this project.

Due to the late request from DSA for this special inspection/testing, and the short ten week construction duration of the project, the contract was awarded so as not to delay construction, and is brought to the Board for ratification.

The Governing Board is asked to ratify award of a contract to Consolidated Engineering Laboratories in an amount not to exceed \$2,406.20.

The contract Amendment #1 is available online at: <u>http://www.solano.edu/measureq/planning.php.</u>

AGENDA ITEM13.(w)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	RATIFICATION OF CONTRACT AWARD TO QUALITY SOUND FOR FIRE ALARM PROGRAMMING AND INSTALLATION FOR THE VALLEJO CENTER HVAC UPGRADE PROJECT	

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

Board ratification is requested of award a contract to Quality Sound for the fire alarm system programming and installation for the Vallejo Center HVAC Upgrade Project, which includes reconstruction of the fire alarm control panel program and related installation, programming, and testing work.

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

SUPERINTENDENT-PRESIDENT

Transfer-level education

Other: Enhancing safety and security for students and staff

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: \$26,213 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	Celia Esposito-Noy, Ed.D. Superintendent-President
	(707) 863-7855	- ·
	TELEPHONE NUMBER	-
	Yulian Ligioso	
Vice Pro	esident, Finance & Administration	July 7, 2017
VIC	E PRESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	July 7, 2017	
	DATE SUBMITTED TO	

AGENDA ITEM13.(w)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:RATIFICATION OF CONTRACT AWARD TO QUALITY
SOUND FOR FIRE ALARM PROGRAMMING AND
INSTALLATION FOR THE VALLEJO CENTER HVAC
UPGRADE PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was solicited from Quality Sound, who is the District's designated fire alarm programming, installation and monitoring contractor. Based on proposed scope of work and schedule restrictions, Quality Sound's proposal was determined to be fair for the services requested.

Due to the discovery during construction that these services would be needed, and the short ten week construction duration of the project, the contract was awarded so as not to delay construction, and is brought to the Board for ratification.

The Governing Board is asked to ratify award of a contract to Quality Sound in an amount not to exceed \$26,213.00.

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

AGENDA ITEM13.(x)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board	
SUBJECT:	RATIFICATION OF CONTRACT FOR CONSTRUCTION SERVICES TO AMERICAN TECHNOLOGIES, INC. FOR VACAVILLE 'ANNEX' CLASSROOM BUILDING	

REQUESTED ACTION:

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

SUMMARY:

Board approval is requested for ratification of the attached contract with American Technologies, Inc. (ATI) for construction services to install shoring for two roof trusses at the Vacaville 'Annex' Classroom Building that were damaged in the June truss testing.

American Technologies, Inc. is the firm that the District's insurance company contracted with for clean-up and repair of damage caused by the truss failure during last fall's testing. Due to

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: <u>Repair infrastructure that supports classrooms</u>

Ed. Code: Board Policy: 3225; 3520 Estimated Fi	iscal Impact: \$11,000 Measure Q Funds
---	--

APPROVAL

NOT REQUIRED

SUPERINTENDENT'S RECOMMENDATION:

Lucky Lofton Executive Bonds Manager PRESENTER'S NAME

4000 Suisun Valley Road

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER Yulian Ligioso

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

DISAPPROVAL

TABLE

July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM13.(x)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:RATIFICATION OF CONTRACT FOR CONSTRUCTION
SERVICES TO AMERICAN TECHNOLOGIES, INC. FOR
VACAVILLE 'ANNEX' CLASSROOM BUILDING

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

the shoring work performed under the emergency declaration, the firm's familiarity with the building and trusses, and determination that the cost to issue the work for bid would not likely result in any savings, a cost proposal was solicited only from ATI. The contract needed to be executed in a timely manner to place shoring such that the building would be safe for design consultants to continue their work.

American Technologies, Inc.'s proposal was evaluated and determined to be reasonable for the work and risk involved.

The Board is asked to ratify a contract to American Technologies, Inc., in the amount of \$11,000.

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

AGENDA ITEM13.(y)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	SELF-EMPLOYMENT PATHWAYS IN THE GIG ECONOMY SUB RECIPIENT AGREEMENTS (NEW)
REQUESTED ACTION:	

□ Information OR □ Approval □ Consent OR □ Non-Consent

SUMMARY:

The item is to approve sub recipient agreements with the twenty-four colleges listed below that submitted Letters of Interest to participate in the Chancellor's Office funded Self-employment Pathways in the Gig Economy project being managed by Solano College as host for the Small Business Sector Navigator grant. Each sub recipient agreement is for \$15,000 and the term of the agreement will run from July 20, 2017 to December 31, 2018.

Attached is a copy of the sub recipient agreement for the following colleges: Cabrillo College, College of Alameda, College of the Canyons, College of Marin, College of the Siskiyous, Cosumnes River College, Cuesta College, East LA College, El Camino College, Evergreen Valley College, Golden West College, Merritt College, Moorpark College, Oxnard College, Palomar College, Pasadena College, Riverside City College, San Jose City College, Santa Monica College, San Diego Continuing Education, Sierra College, Skyline College, Southwestern College, West Hills College.

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: \$360,000 grant funded expense

SUPERINTENDENT'S RECOMMENDATION:	
Charles Eason, Small Business Sector Navigator	
PRESENTER'S NAME	
4000 Suisun Valley Road	
Fairfield, CA 94534	
ADDRESS	
	Celia Esposito-Noy, Ed.D.
(707) 863-7846	Superintendent-President
TELEPHONE NUMBER	
David Williams, Ph.D.	
Vice President, Academic Affairs	
VICE PRESIDENT APPROVAL	July 7, 2017
July 7, 2017	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
•	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUBEDINTENDENT DESIDENT	
SUPERINTENDENT-PRESIDENT	
	-88-

SELF-EMPLOYMENT PATHWAYS IN THE GIG ECONOMY SUBRECIPIENT AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND [DISTRICT/COLLEGE]

This Agreement is between Solano Community College District, hereinafter referred to as "Solano CCD," and [DISTRICT/COLLEGE], hereinafter referred to as "Subrecipient". Solano CCD and Subrecipient are also referred to collectively as "Parties" and individually as "Party." This Agreement is based on the Self-employment Pathways in the Gig Economy Pilot Project Agreement between Solano CCD and Chabot-Las Positas Community College District as the fiscal agent for the Strong Workforce Program Omnibus RFA Specification Number: 16-205, and is effective to cover activities beginning July 20, 2017 and ending December 31, 2018.

WHEREAS, Solano CCD was awarded the "Small Business Sector Navigator" Grant #16-151-010 from the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development and also awarded \$500,000 in funding through the Strong Workforce Program Omnibus RFA Specification Number: 16-205 to implement the "Self-employment Pathways in the Gig Economy Project" (hereinafter "Project") from the California Community Colleges Chancellor's Office (Attachment A), for the purpose of implementing the program entitled Strong Workforce Program established by Education Code Sections 88820-88826 (hereinafter "Program").

WHEREAS, Solano Community College District has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

NOW, THEREFORE, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall be from July 20, 2017 through December 31, 2018 unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

2. SCOPE OF WORK

This Self-employment Pathways in the Gig Economy project is intended to allow flexibility in how participating colleges choose to develop and deliver programs for the overall goal of preparing students to become freelancers and independent contractors in the emerging Gig Economy and is not intended to be prescriptive in the type of curriculum or programs that each participating college chooses to pursue. Subrecipient can choose to adopt or adapt any model curriculum or programs developed by the Project Community of Practice (COP) led by College of the Canyons as the lead pilot college or choose to develop its own unique approach for curriculum and programs related to self-employment pathways in the gig economy. A sample work plan from the master Project Statement of Work is included in Exhibit A. While the

Subrecipient has the flexibility to design a customized work plan to develop their own unique curriculum or programs related to Self-employment Pathways in the Gig Economy, there is an expectation that at a minimum, the Subrecipient perform the activities listed in Exhibit A related to attending the in-person training in the fall 2017, participating in the Community of Practice (COP) webinars to share best practices, and having students participate in the completer/leaver survey to capture student outcomes.

3. TOTAL COSTS

The total cost for performance of this Agreement is \$15,000. Subrecipient will also provide additional matching funds to leverage the \$15,000 as indicated in the Subrecipient's response to the Project Solicitation of Interest per letter of interest and supplemental information form submitted by Subrecipient (Exhibit C).

4. BUDGET

This Strong Workforce Program project is intended to allow flexibility in how participating colleges choose to develop and deliver programs for the overall goal of preparing students to become freelancers and independent contractors in the emerging Gig Economy and is not intended to be prescriptive in setting a budget that the Subrecipient must follow. A sample budget from the master Project Statement of Work is included in Exhibit A. There is an expectation that the Subrecipient perform the activities listed in Exhibit A related to attending the in-person training in the fall 2017, participating in the Community of Practice webinars to share best practices, and having students participate in the completer/leaver survey to capture student outcomes, so the Subrecipient should allocate funding in the budget for these expected activities.

Funds are to be utilized by the Subrecipient in accordance with the terms and conditions of both this Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office (<u>Strong Workforce Program Guidance Memos</u>).

If there is a reduction in funding by the Chancellor's Office, Solano CCD reserves the right to require adjustment to the scope of work and funding of the Agreements accordingly, up to and including the end of all activities under this Agreement.

Subrecipient understands that all funds must be fully expended by December 31, 2018. Subrecipient agrees to work with Solano CCD to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds are fully spent or released and reallocated to another college that can fully spend the funds.

5. PAYMENT

Solano CCD shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding \$15,000.

6. INVOICES

In consideration for services provided hereunder, Solano CCD shall pay Subrecipient \$15,000

to cover the expenses associated with participating as one of the network colleges in the Selfemployment Pathways in the Gig Economy Project. Disbursements will be provided as follows with invoices submitted to initiate each disbursement:

- \$5,000 disbursed upon signing of subrecipient agreement July 2017
- \$5,000 disbursed upon submittal of first period progress report January 31, 2018
- \$5,000 disbursed upon submittal of final progress report January 31, 2019

7. REPORTING

Subrecipient agrees to provide qualitative and quantitative progress reports according to the schedule provided below using the reporting format provided in Exhibit B.

Reporting Schedule

Performance Period	Progress Report Due
July 20, 2017 to June 30, 2018	July 31, 2018
July 1, 2018 to December 31, 2018	Final progress report due January 31, 2019

8. MODIFICATIONS

When Subrecipient wishes to substantively change the outcomes of a project, timeline, or the investments being made, Subrecipient should consult with Solano CCD to determine if the Project Proposal requires formal modification and approval by Solano CCD.

Modifications to Project Budgets

Modifications to the budgets are allowed without prior approval, as long as all budget items comply with the Self-employment Pathways in the Gig Economy Project and Strong Workforce Program requirements and authorized uses of funds, and the outcomes of the Projects will not be materially affected.

9. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the California Community Colleges, Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

10. SUBCONTRACTS

The Subrecipient agrees to be as fully responsible to Solano CCD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its subcontractors is independent from the obligation of Solano CCD to make payments to the Subrecipient. As a result, Solano CCD shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

11. RECORDS AND AUDITS

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.
- B. The Subrecipient agrees that Solano CCD, the Chancellor's Office, the Bureau of State Audits, and 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. The Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Subrecipient 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, the Subrecipient agrees to include a similar right of Solano CCD, 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 or any Participation Agreement.
 - a. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.
 - b. All records must be retained throughout the project. The three (3) year period of retention starts on the last day of the performance period stipulated in the Period of Performance.

12. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current. All notices, reports and correspondence between the parties hereto regarding this Agreement shall by in writing to the following respective contacts for the parties:

Charles Eason	Name Subrecipient Project Director
Small Business Sector Navigator	Title Subrecipient Project Director
Solano Community College	Name of College
360 Campus Lane, Suite 201	Address
Fairfield, CA 94534	City, CA ZIP
(707) 863-7846	Phone Number
charles.eason@solano.edu	Email address

13. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of Solano CCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Subrecipient. In the event that such funding is terminated or reduced, Solano CCD shall provide the Subrecipient with written notification of such determination and Solano CCD shall reimburse the Subrecipient for costs incurred up to the termination date. If Subrecipient has not fully spent funds advanced by Solano CCD, Subrecipient agrees to return to Solano CCD funds unspent as of the termination date. Notice shall be deemed served on the date of receipt by the Subrecipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

14. DISPUTES

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by Solano CCD. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, Solano CCD receives from Subrecipient a written request to appeal said decision. Pending final decision of the appeal, Subrecipient shall act in accordance with the written decision of Solano CCD, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

15. INDEMNIFICATION

All Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Parties, 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 Parties, 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 or willful misconduct of the Parties or any of its agents or employees.

16. INSURANCE

Acceptance of this agreement constitutes that Subrecipient is not covered under Solano CCD's general liability insurance and that Subrecipient agrees, during the term of this Agreement, to maintain, at the Subrecipient's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Solano CCD. Specifically, during the term of this agreement, Subrecipient shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation Subrecipient shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of Subrecipient.
- B. General Liability The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability If automotive vehicles are operated by Subrecipient in Subrecipients performance of Subrecipient's obligations under this agreement, Subrecipient shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Subrecipient shall furnish Solano CCD with Certificates of Insurance evidencing such coverage. Such Certificate shall name Solano CCD as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Solano CCD. If any of the foregoing coverages expire, change, or are canceled, Subrecipient shall notify Solano CCD within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Solano Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

17. INDEPENDENT CONTRACTOR

The Subrecipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Solano CCD. The Subrecipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of Solano CCD, and are not entitled to benefits of any kind or nature normally provided to employees of Solano CCD and/or to which Solano CCD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Sub- recipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they

relate to the services provided under this Agreement. The Subrecipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subrecipient's employees. Solano CCD will not withhold taxes, unemployment insurance or social security for the Subrecipient's employees or independent subcontractors. The Subrecipient agrees to indemnify and hold Solano CCD harmless from and against any and all liability arising from any failure of the Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

18. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code Sections 88820-88826, and with the guidance documents provided by the California Community College Chancellor's Office as posted on the Guidance section of the Strong Workforce Program website: <u>http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx</u>

By signing this Agreement the Subrecipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

19. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

20. WAIVER

Any waiver by Solano CCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Solano CCD to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Solano CCD from enforcing the terms of this Agreement.

21. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless

made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

23. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the Solano Community College District and [DISTRICT/COLLEGE], and are binding upon the Parties without any further action by the Parties.

IN WITNESS WHEREOF, all Parties agree.

SOLANO CCD Solano Community College District Dr. Celia Esposito-Noy Superintendent/President SUBRECIPIENT [DISTRICT-COLLEGE] Name Title

(signature)

(signature)

(date)

(date)

Exhibit A – Sample Subrecipient Budget and Work Plan

Sample Network College Budget

Academic Salary - Faculty to work on curriculum approval (Est 50 hrs @\$65/hr)	\$3,250
Employee benefits for Faculty Advisor (estimated at 40%)	\$1,300
Travel for Faculty Advisor and/or Administrator to attend in-person training	\$1,374
Launch Coach/Mentor (2 hrs per student X 30 students X 2 Cohorts X \$50/hr)	\$6,000
Expenses to conduct Completer/Leaver survey to capture student outcomes	<u>\$2,500</u>
Total Direct Costs	\$14,424
Indirect (4% of Direct Costs)	<u>\$576</u>
Total	\$15,000

Activities	Performance Outcomes	Timeline
Attend in-person training for network colleges on how to market and implement the Self-employment Pathways in the Gig Economy	Faculty Champion and/or Administrator from network college attend the in- person training event conducted in the Summer of 2017.	September 2017
Network college secures local curriculum approval for any model Self employment Pathways in the Gig Economy curriculum identified in the pre-launch pilot or infuse/embed modules into existing courses.	Metwork college secures local curriculum approval of the Self-employment Pathways in the Gig Economy curriculum in time to offer the network programs in the Spring Semester of 2018 or courses are identified where modules can be infused/embedded to provide content for Self-employment in the Gig Economy.	December 2017
Market the Self-employment Pathways in the Gig Economy to students.	Secure a cohort of an estimated 30 students participates in the Self-employment Pathways in the Gig Economy program in the Spring 2018 Semester. Secure a cohort of an estimated 30 students participates in the Self-employment Pathways in the Gig Economy program in the Fall 2018 Semester.	Fall Semester 2018
Network college offers Self- Employment Pathways in the Gig Economy program to a cohort of students in the Spring Semester of 2018 and Fall Semester of 2018	A cohort of an estimated 30 students participates in the Self-employment Pathways in the Gig Economy program in the Spring 2018 Semester. A cohort of an estimated 30 students participates in the Self-employment Pathways in the Gig Economy program in the Fall 2018 Semester.	Spring Semester 2018 Fall Semester 2018
Designate space for an incubator/co- working space where students can meet with their Launch Coach/Menter and collaborate with other students on jobs in the Gig Economy.	Space designated for incubator/co-working space where students can gather to meet with their Launch Coach and collaborate with other students on jobs in the Gig Economy.	January 2018
Network colleges will participate in monthly Community of Practice (CoP) webconference meetings.	Sharing of best practices amoung network colleges.	Monthly starting Oct 2017
Network colleges conduct completer/leaver survey of students after completing the program.	Each network college captures the following outcome data for the students who go through the program at their local campuses: - Number of students participating - Number of students who set up profiles on platforms - Number and type of jobs/projects secured by students platforms - Earnings resulting from the jobs/projects secured on platforms - Qualitative data such as a student success story or video	December 2018 for Spring Semester 2018 cohort April 2019 for Fall Semester 2018 cohort

Sample Subrecipient Work Plan

Exhibit B. Self-employment Pathways in the Gig Economy Project Progress Report Template (Submit by email to <u>charles.eason@solano.edu</u>)

College: _____
Performance period: _____

Measurable Outcomes – Curriculum

A. Use the tables below to list individual classes and or programs that have been developed and status of approval by Subrecipient's curriculum committee and board.

New course title(s) and discipline/number(s)	Units	Any unique aspects of courses

Revised course title(s) and discipline/number(s)	Units	Any unique aspects of courses

Program(s)	Total units	List of required courses: title, course discipline and number, and units

Measurable Outcomes - Non-Curriculum Related Activities

B. Use the table below to list activities that have been completed in accordance with Subrecipient's workplan.

Activity	Outcome(s)

C. List anecdotal information regarding the success resulting from project efforts (for example – enrollments, campus support, community participation, or increased visibility of program).

D. Are there any extenuating circumstances that prevented Subrecipient from completing all objectives and activities related to the project?

- E. Describe your three greatest challenges in implementing the Self-employment Pathways in the Gig Economy project:
- 1.
- 2.
- 3.
 - F. Describe your three greatest successes in implementing the Self-employment Pathways in the Gig Economy project:
- 1.
- 2.
- 3.

Other comments related to the project:

AGENDA ITEM13.(z)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	RENEWAL AGREEMENT WITH FINANCIAL AID TV (FATV) PUBLISHED BY CAREER AMERICA, LLC. FOR CUSTOMIZABLE ONLINE EDUCATION SERVICES
REQUESTED ACTION:	
Information OR	Approval

Non-Consent

SUMMARY:

Consent

Board approval is requested to renew the agreement with Financial Aid TV (FATV), a customizable online education service published by Career America, LLC. FATV is a "Sole Source" supplier of a comprehensive library of on-demand online video content in the area of Financial Aid. FATV has proven to be a great resource for students and parents, and the District would like to continue using this service.

The term of the agreement is from July 1, 2017 through June 30, 2020. The total cost to the District over the three year period shall not exceed \$33,000.

Attached is a copy of the renewal.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

OR

Transfer-level education

Other:

Ed. Code: N/A	Board Policy: 3225	Estimated Fiscal Impact: \$11,000 for 2017-18
SUPERINTENDENT'S RECOMMENDATION:		 ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Gregor	y 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) 864-7159		
TELEPHONE NUMBER		

ELEPHONE NUMBE. Gregory S. Brown

Vice President, Student Services

VICE PRESIDENT APPROVAL

July 7, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT July 7, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT



CAREERAMERICA, LLC

QUOTE

PO BOX 7139 BOULDER, CO 80306

DATE	QUOTE	E#
4/24/2017	20805	58A
P.O. Number	Terms	Project
TBD	Net 30	FATV: GetAnswers

Bill To:

Accounts Payable ~ Solano Community College 4000 Suisun Valley Road ~ Fairfield, CA 94534

Quantity 3	FATV's GetAnswers Online Video <u>VALUE</u> Service 3 - Year Service Agreement – Solano Community College Service Dates: July 1, 2017 – June 30, 2020 Includes:		- mmunity College	Rate 13,000.00 pdates	Amount 39,000.00
	Core Video Modu Real Time Data Re Dedicated Accour Technical Support <i>Mobile Responsive</i>	nt Management	Optional DVD Sample Custom Video Credits Add-On Video Modul Pick & Pair Features (; (up to 5) es (up to 3)	
3	Contract Discount			-1,000.00	-3,000.00
3	Additional Discount PER CONTRACT*			-1,000.00	-3,000.00
1	Shipping	E-DELIVERY		0.00	0.00
1	Sales Tax	N/A		0.00	0.00
			CONT	RACT TOTAL:	\$33,000.00

Installment (#1 of 3) Due Before July 15, 2017: \$11,000.00

Future		\$11,000.00 due before July 15 \$11,000.00 due before July 15	
Pł	none # Fax #	E-mail	
(303)	351-2546 (810) 958-5	113 orders@financialaidtv.	com
	Website	Federal Tax ID	
www.	financialaidtv.com	04-3775454	

FATV's GetAnswers is a service of CareerAmerica, LLC. All payments should be made payable to CareerAmerica, LLC. <u>* Additional Discount Conditional on Contract Signed Prior to June 1, 2017.</u>

-101-



То:	Purchasing Department Solano Community College		
From:	Damon Vangelis, CEO		
Date:	April 24, 2017		
	Sole Source Nature of FATV Services		
Dear Purchasing Officer:			

Please be advised that FATV, an online educational publishing company, is a "Sole Source" supplier of our comprehensive library of on-demand online video content in the area of financial aid, covering state and federal financial aid programs. Our content is delivered through our two proprietary learning platforms, both of which are Section 508 compliant.

FATV has two services that no other company provides:

1 - **GetAnswers**. FATV provides school clients with a pre-made library of online video content (our library includes over 600 videos) dealing with financial aid topics. The videos in the library are updated regularly as state and federal financial aid programs change. The library can be customized for schools to meet their needs. FATV uses a proprietary technology to enable school clients to embed videos on their website and receive detailed analytics on videos watched. The content library is also available fully translated into Spanish.

2 - GetSAP. This is a customizable online learning platform created by FATV that aids school clients in educating students about the school's Satisfactory Academic Progress (SAP) policy. GetSAP is a pre-loaded online platform with FATV content, which is supplemented by video content created by FATV relating to the school's unique SAP policy, along with testing components. With use of FATV's proprietary technology, schools can embed videos, specific counseling sessions, and calculators on their website and receive analytics on counseling sessions attempted and/or completed.

FATV services are available on a subscription basis directly through us. FATV is owned by CareerAmerica, LLC. All FATV content is subject to copyright protection.

If you have any questions, please contact me at (303) 351-2546 or Max Shure, max@financialaidtv.com, at (847) 859-9491.

Sincerely,

Damm Vage 5



5. SIGNATURES

On behalf of:

Solano Community College

<u>Jucq I.</u> Signature <u>Gregory S. Brown</u> Name <u>Vice President of Student Services</u> Title

<u>5/23/17</u> Date

FATV

Hamm Vinge 5

Signature

DAMON VANGELIS

Name

CEO

Title

April 24, 2017

Date

CONTRACT OF SERVICE

The Contract of Service encompasses the attached Quote (with order details), Sole Source Letter, and End User License Agreement, which are incorporated in this Contract of Service by reference. The Contract of Service is a three-year ("Term") renewal agreement entered into between <u>Solano Community College</u> and <u>FATV</u> (CareerAmerica, LLC) on <u>April 24, 2017</u>.

1. TOTAL 3-YEAR CONTRACT

ITEM	QTY	UNIT PRICE	TOTAL CONTRACT PRICE
FATV GetAnswers VALUE PACKAGE	3	\$13,000.00	\$39,000.00
CONTRACT DISCOUNT	3	(\$1,000.00)	(\$3,000.00)
ADDITIONAL DISCOUNT*	3	(\$1,000.00)	(\$1,000.00)
* If contract signed prior to June 1, 2017			a San an an as
TOTAL CONTRACT			\$33,000.00 [paid in 3 installments]
			\$11,000.00 DUE BEFORE JULY 15, 2017 \$11,000.00 DUE BEFORE JULY 15, 2018 \$11,000.00 DUE BEFORE JULY 15, 2019

2. ORDER ADD-ONS

This contract includes the flexibility to order additional services – including but not limited to custom developed technology solutions - within the Term of this agreement. Item(s) will be invoiced separately and will be bound to this agreement, or a new agreement, as indicated by FATV.

3. TERM

3-Year Service Agreement

Start Date:	July 1, 2017
End Date:	June 30, 2020

4. PAYMENT SCHEDULE

- 3 payments (\$11,000.00 each) paid annually for a total of \$33,000.00
 - o \$11,000.00 prior to July 15, 2017
 - o \$11,000.00 prior to July 15, 2018
 - o \$11,000.00 prior to July 15, 2019
- Payments made payable to CareerAmerica, LLC

(Signature fields on next page)



NOTICE TO ALL USERS: Please read this contract carefully. By utilizing this service, you (the relevant entity) agree that this agreement is enforceable like any written contract signed by you.

1. Definitions.

- a. "Service" means (a) all of the contents of the digital files or other media (including electronic media) with which this Agreement is provided or such contents as are hosted by Financial Aid TV (CareerAmerica, LLC) or any authorized partners, including but not limited to (i) computer information or software; (ii) related explanatory materials in printed, electronic, or online form ("Documentation"); and (b) upgrades, modified or subsequent versions and updates (collectively "Updates"), and Software, if any, licensed to you by CareerAmerica, LLC or an Authorized Partner as part of a maintenance contract or service subscription.
- b. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the Service.
- c. "Computer" means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.
- d. "Financial Aid TV" or "FATV" means Financial Aid TV (FATV), a customizable online educational service published by CareerAmerica, LLC.
- 2. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, CareerAmerica, LLC hereby grants to you a non-exclusive, non-transferable license to Use a custom version of this Service on your website, for access and viewing by your faculty and staff, students, their family members and/or guardians, website visitors, and prospective students and their family members and/or guardians.
- 3. Term. Unless earlier terminated as set forth herein, this Agreement is effective for the term set forth in the Invoice and/or Contract of Service (if supplied), and may be extended for additional terms and pricing upon written agreement by the Parties. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of the Service and destroy all copies of the digital files and Documentation.
- 4. Start Date for Subscription. Subscription start dates shall be determined at the outset of the Agreement. Standard practice is for the subscription to begin the day the service is provided by CareerAmerica, LLC to the Client. However, at the discretion of CareerAmerica, LLC, the start date may be delayed in order to accommodate delays in launching by the Client. In the case of a delayed launch, start dates will be no later than 60 days from the date of the signed agreement or the receipt by CareerAmerica, LLC of a purchase order (whichever is later), unless otherwise agreed to by CareerAmerica, LLC at the outset of the Agreement.



- 5. **Updates.** This license is limited to the version of the Service delivered by CareerAmerica, LLC. Throughout the Term of this Agreement, CareerAmerica, LLC shall make reasonable efforts to update the content of its service as needed to reflect material changes in applicable laws and/or regulations.
- 6. Ownership Rights. The Financial Aid TV Service and its content is protected by United States copyright laws. CareerAmerica, LLC owns and retains all right, title, and interest in and to the Service, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your installation or Use of the FATV service does not transfer to you any title to the intellectual property in the Service, and you will not acquire any rights to the Service except as expressly set forth in this Agreement. You retain ownership in any content or material that is provided to CareerAmerica, LLC (referred to herein as the "Customer Materials") and this Agreement does not provide CareerAmerica, LLC with any right to use such Customer Materials other than as necessary to perform its obligations under this Agreement.
- 7. Multiple Copies. If your service subscription includes multiple media format such as DVD you are not permitted to make copies of this media. You are permitted to use the Service on your institution's website. However, you are not permitted to knowingly or intentionally permit another institution to access your Service.
- 8. Video Files. If you elect to utilize any video files provided by CareerAmerica, LLC through the Dropbox file share system, these files are only to be used as part of a school-based (closed) signage system for the term of your subscription. The video files are the property of CareerAmerica, LLC, and may not be duplicated, shared, or otherwise transmitted for use by a third party, or used online without prior written permission of CareerAmerica, LLC. If your subscription ends, you are not permitted to use the video files without permission of CareerAmerica, LLC.
- 9. Restrictions. You may not sell, lease, license, rent, loan, resell, or otherwise transfer, with or without consideration, the Service or any of its video content. You may not reverse engineer, decompile, or disassemble the Service, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Service in whole or in part. You may not knowingly permit third parties (institutions, corporations, agencies, etc) to benefit from the use or functionality of the Service or the video clips. [This shall not be construed to refer to students benefitting intellectually from the educational benefit of the Service.] You may not back-up or otherwise copy any FATV digital content, or upload it to any other services or websites.
- 10. Warranty and Disclaimer. Subscriptions run for 1 year, unless otherwise specified in the Agreement. Prorated subscriptions are permissible (e.g. your fiscal year is already in progress and you wish to purchase a subscription for the remaining months of your fiscal year), but must be specified in the Contract of



Service or Invoice. CareerAmerica, LLC strives to make sure its Service is free from interruption; however, we make no guarantees that it will be error-free.

- a. Uptime Commitment. CareerAmerica, LLC will use commercially reasonable efforts to ensure that the FATV Service is available 24 hours a day, 7 days a week, with a monthly uptime goal of 99%. As used herein, "FATV Uptime" is calculated by taking the total number of minutes in a calendar month less the number of minutes of FATV Downtime in the calendar month, divided by the total number of minutes in the calendar month. As used herein, "FATV Downtime" means if FATV Content and player are not being distributed or the FATV server is down, provided, however, that the following events will not be included as FATV Downtime: (a) causes beyond CareerAmerica LLC's reasonable control, and (b) scheduled maintenance on the FATV Service ("Scheduled Maintenance") up to 8 hours per calendar month (the "Maintenance Limit"); all Scheduled Maintenance shall either be conducted (i) between the hours of 12:00 AM (ET) and 6:00 AM (ET) or (ii) at any time after supplying Client with 3 days advance notice (the "Maintenance Windows"). Any Schedule Maintenance conducted in excess of the Maintenance Limit or outside of the Maintenance Windows shall be included in the calculation of FATV Downtime. Client will promptly notify CareerAmerica, LLC of any failure to receive FATV Content, whereupon CareerAmerica, LLC will evaluate the report in order to determine whether or not such failure qualifies as FATV Downtime.
- b. **Remedy for Excess Downtime**. If FATV Downtime is greater than 1% in a given month, Client shall be given an extension of the Agreement in the amount of downtime.

These provisions are Client's sole and exclusive remedy for FATV Downtime and any failure to meet the terms of this Agreement. To request an FATV Service Extension credit, Client must contact CareerAmerica, LLC within 30 days after the end of the month in which the Service Extension Credit was earned. Multiple FATV Downtime events occurring simultaneously shall be considered a single FATV Downtime event.

- 11. Limitation of Liability. Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall either party, or its authorized partners or suppliers, be liable to each other or to any other person for loss of profits, loss of goodwill, or any indirect, special, incidental, or consequential damages, or damages for gross negligence of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or for any other damage or loss, even if either party has been advised of the possibility of such damages. In no event shall CareerAmerica, LLC, or its authorized partners, be liable for any damages in excess of the contract price for the FATV Service, if any.
- 12. **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Colorado, without regard to its conflict of law provisions.



- 13. Audit for Volume Licenses. CareerAmerica, LLC reserves the right to periodically audit (verify enrollment and review your use of FATV) your institution to ensure that you are using the appropriate Service license, and are not in violation of this Agreement.
- 14. Logos and Symbols. As a customer in good standing with CareerAmerica, LLC, your institution has the right to use our FATV logo on your website and/or any marketing materials you create so long as they are used to indicate current usage of FATV.
- 15. **Miscellaneous.** This Agreement sets forth all rights for the user of our Services, and is the entire agreement between the parties. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of CareerAmerica, LLC. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by CareerAmerica, LLC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.
- 16. **Customer Support.** If you have any questions concerning these terms and conditions, please call (888) 704-9090 or request help through our web-site located at <u>www.financialaidtv.com</u>

AGENDA ITEM13.(aa)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	STRATA INFORMATION GROUP (SIG) FINANCIAL AID CONSULTING SERVICES FOR FY 2017-18
REQUESTED ACTION:	

□ Information OR ⊠ Approval □ Consent OR ⊠ Non-Consent

SUMMARY:

A statement of work (SOW) is attached for the 2017-18 fiscal year. SIG will provide functional and technical consulting services in support of the Solano Community College District Financial Aid Office. Cost for these support services is estimated at \$21,780, not including \$5,100 for travel expenses.

Board approval is requested at this time. Total contract amount not to exceed \$26,880.

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: N/A	Board Policy: 3225	Estimated Fiscal Impact: \$26,880
SUPERINTENDENT'S RECOMMEN	DATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE
Gregory S. Brown		
Vice President, Student Service	es	
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7159		-
TELEPHONE NUMBER		
Gregory S. Brown		
Vice President, Student Service	es	July 7, 2017
VICE PRESIDENT APPROV	AL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
July 7, 2017		
DATE SUBMITTED TO		
SUPERINTENDENT-PRESID	ENT	
		100

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Strata Information Group Statement of Work (SOLANO-SOW104-FINAID1718-EXT1) April 27, 2017

Solano Community College District	Banner® Financial Aid Support (2017-2018)

Under the terms of the Agreement dated July 1, 2013, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SIG will provide a Financial Aid specialist to provide an additional three weeks of on-site support for the 2017 – 2018 fiscal year.

Proposed Services:

Tasks	Hours
Functional and technical consulting service	132
Total Hours:	132

Summary of Estimated Costs:

Labor:	Travel Expenses:	Total Cost:
\$21,780	\$5,100 (3 trips)	\$26,880

Notes:

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2018; rates may increase . by \$5/hour effective July 1, 2018, and on each subsequent year.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours' estimate includes project management, preparation time, travel time, on-site and remote . labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project. This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable: .
 - Travel time is capped at 8 hours per trip. 0
 - Travel expenses are estimated at \$1,700 per consultant, per trip. 0
 - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the 0 client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$51 per full on-site day \$38.25 per partial day

For Solano Community College District:

For Strata Information Group:

DocuSigned by Noutratos Maureen Mason-Muvco

l. Br 5/23/17

Interim Director of Financial Aid

5B8F9C55A1684B6 Henry A. Eimstad

President

Apr-27-2017 Date

General Outline of Services

These services are subject to change depending on SCCD's priorities, needs, and availability of staff and systems.

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls and during on-site visit
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SCCD staff
- Provide a dedicated meeting room(s) and/or work space with audio-visual equipment as necessary during on-site visits for consulting, one laptop computer as necessary with Microsoft Word®, Excel®, PowerPoint®, and other software necessary to access systems required to perform the work
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service

AGENDA ITEM13.(bb)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	STRATA INFORMATION GROUP (SIG) BANNER FINANCIAL AID CONSULTING SERVICES FOR AID YEAR 2018-19
	YON

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

A statement of work (SOW) is attached for the support of the 2018-19 aid year. SIG will provide a Banner Financial Aid Consultant to perform functional and technical consulting services for the Solano Community College District Financial Aid Office. Cost for support services and travel expenses are estimated from \$44,800 to \$48,100.

Board approval is requested at this time. Total contract amount not to exceed \$48,100.

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: N/A	Board Policy: 3225	Estimated Fiscal Impact: \$48,100
SUPERINTENDENT'S RECOMMI	ENDATION:	 ☑ APPROVAL ☑ DISAPPROVAL ☑ NOT REQUIRED ☑ TABLE
Gregory S. Brown		
Vice President, Student Ser	vices	
PRESENTER'S NAM	Ε	
4000 Suisun Valley Roa	ad	
Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7159		-
TELEPHONE NUMBI	ER	
Gregory S. Brown		
Vice President, Student Ser	vices	July 7, 2017
VICE PRESIDENT APPR	OVAL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
July 7, 2017		
DATE SUBMITTED 1	0	
SUPERINTENDENT-PRES	IDENT	-112-
		-112-

Strata Information Group Statement of Work (SOLANO-SOW110-FINAID1819) May 3, 2017

Solano Community College District	Banner® Financial Aid Support (FY '18 – '19)

Under the terms of the Agreement dated July 1, 2013, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SIG will provide a Banner® Financial Aid consultant for five (5) weeks of on-site support for the 2018-2019 aid year.

Proposed Services:

Tasks	Hours Range
Functional and technical consulting services	220 - 240
Total Hours	Range: 220 - 240

Summary of Estimated Costs:

Labor Range:	Travel Expenses:	Total Cost Range:
\$36,300 - \$39,600	\$8,500 (5 trips)	\$44,800 - \$48,100

Notes:

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2018; rates may increase by \$5/hour effective July 1, 2018, and on each subsequent year.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project. This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable:
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,700 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$51 per full on-site day \$38.25 per partial day.

For Solano Community College District:

For Strata Information Group:

Maureen Mason-Muyco Interim Director of Financial Aid

5B8F9C55A1684B6 Henry A. Eimstad President

-DocuSigned by Hawfawfa

May-03-2017

Date

General Outline of Services

These services may change depending on SCCD's priorities, needs, and availability of staff, funding and other resources.

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs.
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access.
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work.
- Provide existing documentation as determined in initial conference calls and during on-site visit.
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement.
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SDCCD staff.
- Provide a dedicated meeting room(s) and/or work space with audio-visual equipment as necessary during on-site visits for consulting, one laptop computer as necessary with Microsoft Word®, Excel®, PowerPoint®, and other software necessary to access systems required to perform the work.
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service.

AGENDA ITEM13.(cc)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES - CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)
<u>REQUESTED ACTION</u> :	

☐Information OR ⊠Approval ☐Consent OR ⊠Non-Consent

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2017, designated as number CSPP-7605, California State Preschool Program, Project Number 48-7055-00-7, shall be funded at a maximum reimbursable amount of \$436,633.00.

The contract is effective from July 1, 2017 through June 30, 2018 for 191 days of child enrollment at a daily rate not to exceed \$40.45 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

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:
 Board Policy:
 Estimated Fiscal Impact:
 \$436,633.00

 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



CALIFORNIA DEPARTMENT OF EDUCATION

<u>1430 N Street</u> Sacramento, CA_95814-5901 **F. Y.** 17 - 18

DATE: July 01, 2017

CONTRACT NUMBER: <u>CSPP-7605</u> PROGRAM TYPE: <u>CALIFORNIA STATE</u> <u>PRESCHOOL PROGRAM</u> PROJECT NUMBER: <u>48-7055-00-7</u>

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$436,633.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement10,794.0Minimum Days of Operation (MDO) Requirement191

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp.

STATE	OF CALIFORNIA			CONT	RACTOR
BY (AUTHORIZED SIGNATURE)	· · · · · · · · · · · · · · · · · · ·	1	BY (AUTHORIZED S	IGNATURE)	
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,			CUIA EAP	DTITLE OF PERSONS	Ed. D. Superintendent Prev.
	· · · · · · · · · · · · · · · · · · ·		ADDRESS.	n Valley Roa	d. Fairfield, CA 940034
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 436,633 PRIOR AMOUNT ENCUMBERED FOR	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 23038-7055		FUND TITLE General		, Department of General Services use only
THIS CONTRACT \$ 0	TEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 436,633		Res-6105	Rev-8590	•	
I hereby certify upon my own personal kno purpose of the expenditure stated above.	Wedge that budgeted funds are available for the p	eriod and	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICE	र		DATE		-116-

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017–18.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number CSPP-7605	and
that the person/s who is/are listed below, is/are authorized to sign the transaction for	the
Governing Board.	

<u>NAME</u>		TITLE		SIGNATURE
	·			
PASSED AND ADO	PTED THIS	day of	19	2017, by the
Governing Board of	Solano Co	mmunity College Di	strice	,
_{of} Solano	Cour	nty, in the State of Calif	ornia.	
I,	/	Clerk of the Governing	g Board o	of
Solano Community	College Distr	ict _{of} Solano		, County, in the
State of California, calopted by the said I	ertify that the t	foregoing is a full, true a	and corre	ct copy of a resolution eting thereof held at a

regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CCC-04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number		
Solano Community College	37-1530205		
By (Authorized Signature)			
Printed Name and Title of Person Signing			
Celia Esposito-Noy, Ed.D., Superintendent President			
Date Executed Executed in the County of			
Solano			

CONTRACTOR CERTIFICATION CLAUSES

1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

 receive a copy of the company's drug-free workplace policy statement; and,
 agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. <u>CALIFORNIA CIVIL RIGHTS LAWS</u>: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. <u>EMPLOYER DISCRIMINATORY POLICIES</u>: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under per of the State of California that the foregoing is		Federal ID Number	
Proposer/Bidder Firm Name (Printed)			
Solano Community College District		37-1530205	
By (Authorized Signature)			
Printed Name and Title of Person Signing			
Celia Esposito-Noy, Ed.[D., Superintender	nt President	
Date Executed	Executed in the County and S	State of	
	Solano		

AGENDA ITEM13.(dd)MEETING DATEJuly 19, 2017

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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

Information	OR
Consent	OR

⊠Approval ⊠Non-Consent

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2017, designated as number CCTR - 7292, General Child Care & Development Program, Project Number 48-7055-00-7, shall be funded at a maximum reimbursable amount of \$275,093.00.

The contract is effective from July 1, 2017 through June 30, 2018 for 191 days of child enrollment at a daily rate not to exceed \$40.20 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

STUDENT SUCCESS IMPACT:

 \boxtimes Help students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other

 Ed. Code:
 Board Policy:
 Estimated Fiscal Impact: \$275,093.00

 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



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

CONTRACT NUMBER: <u>CCTR-7292</u> PROGRAM TYPE: <u>GENERAL CHILD CARE &</u> <u>DEV PROGRAMS</u> PROJECT NUMBER: <u>48-7055-00-7</u>

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.20 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$275,093.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement6,843.0Minimum Days of Operation (MDO) Requirement191

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp

STATE	OF CALIFORNIA			CONT	RACTOR
BY (AUTHORIZED SIGNATURE)		Вү	Y (AUTHORIZED SIC	3NATURE)	
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		Ĉ	RINTED NAME AND	TITLE OF PERSONS	N.Ed. D., Superintendent Pres.
		Â	DOOMUM	un Valley	Rd., Fairfield, CA 94534
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 275,093	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)	3	FUND TITLE	(Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR	See Attached				
THIS CONTRACT \$ 0	пем See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 275,093	OBJECT OF EXPENDITURE (CODE AND TIT 702	LE)	•		
I hereby certify upon my own personal know purpose of the expenditure stated above.	Viedge that budgeted funds are available for the p	period and	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER	2		DATE		-121-

CONTRACT NUMBER: CCTR-7292

r				
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
\$ 79,637	Child Development Programs	Federal		
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656 FC# 93,596	P	C# 000321	,
\$ 0	13609-7055			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
\$ 79,637	6100-194-0890	B/A	2017	2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
\$ 36,606	Child Development Programs Federal			
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656 FC# 93.575 PC# 000324			
\$ 0	15136-7055			
	ITEM 30.10.020.001			
\$ 36,606	6100-194-0890	CHAPTER B/A	STATUTE	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			
[1	
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
\$ 158,850	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656			
\$ 0	23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
\$ 158,850	6100-194-0001	B/A	2017	2017-2018
	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.	8.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	-122-

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017–18.

BE IT RESOLVED that the	RESOLUTION e Governing Board of <u>ANAMOCM</u>	nmunity College District
authorizes entering into loc that the person/s who is/a Governing Board.	cal agreement number <u>WTR</u> are listed below, is/are authorized t	-1292and o sign the transaction for the
NAME	TITLE	SIGNATURE
I,	THISday of <u>AND COMMUNITY COLOGE</u> County, in the State of Califorr , Clerk of the Governing E , of that the foregoing is a full, true and lat a eting and the resolution is on file in	hia. Board of County, in the d correct copy of a resolution meeting thereof held at a

(Clerk's signature)

(Date)

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOSBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93, 105 and 93,110, the applicant certifies that

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or altempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;"

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants; contracts under grants and cooperative agreements; and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 78, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 78, Sections 78, 105 and 78, 110.

A. The applicant certifies that it and its principals:

(a) Are not presently dehared, suspended proposed for debarment, declared ineligible, or voluntarity excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of emberzierment, theft, forgery, onbery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civily charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b), of this certification; and (d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1989, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 70.605 and 78.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, in use of a controlled substance is prohibiled in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug, abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph

 (a) that, as a condition of employment under the grant, the
 employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title. to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convided:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

MOLAND (SMMUNHU

Check [] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76,605 and 76,610-

a. As a condition of the grant, I certify that I will not engage an the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 202024571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of		

NAME OF AFPLICANT (CONTRACTOR) GOLAND (M	mmunity College Digtrigon Hart # CUTR-7292
PRINTED NAME AND TITLE OF AUTHORIZED REPRE CUID EMDOMITO-NOV, Ed.D	, Superintendent president
SIGNATURE	DATE