

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2017-2018

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--|-------------------------|
| Robert Diamond | Vice President, Finance and Administrative Services (Range 54/Step 5) | 01/18/18 |

Out of Class

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--------------------------------|-------------------------|------------------------------------|
| Susan Beavers | Admissions and Records Analyst | 01/01/18 – 06/30/18 | \$208/month \$1,248.00 Total |
| Jenny Gonzalez | Admissions and Records Analyst | 01/01/18 – 06/30/18 | \$242.66/month \$1,455.96 Total |
| Claire Gover | Administrative Assistant IV | 01/01/18 – 06/30/18 | \$208.00/month \$1,248.00 Total |
| Zyra Larot | Financial Aid Specialist | 07/01/17 – 09/10/17 | \$185.46/month \$423.91 Total |
| Dawna Murphy | Accountant | 12/13/17 – 06/30/18 | \$792.12/month \$4,950.04 Total |

Mary Jones
 Human Resources

January 5, 2018

Date Submitted

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

January 5, 2018

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 January 17, 2018
 Page 2

Out of Class (Cont.)

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|-------------------------------|-------------------------|---|
| Melissa Pegg | Administrative Assistant IV | 01/08/18 – 02/28/18 | \$308.16/January \$370.93/February \$679.09 Total |
| Anna Troupe | Financial Aid Systems Analyst | 07/01/17 – 08/15/17 | \$237.46/month \$386.12 Total |

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|-------------------------|---|-------------------------------|-------------------------|----------------------|
| Ilham K. Ayyoub | Accounting Specialist I | General Fund | 01/18/18 – 06/30/18 | \$17.33 hr. |
| Dustin Aubert | Athletic Academic Instructional Lab Assistant | Equity | 01/03/18 – 05/31/18 | \$15.21 hr. |
| Veronica Chambers | Substitute Early Learning Center Assistant | CSPP | 01/18/18 – 06/30/18 | \$15.21 hr. |
| Ignacio Diaz | Assistant Coach – Baseball | Baseball Trust | 01/18/18 – 06/30/18 | \$16.66 hr. |
| Kate Foy | Student Services Assistant II | BFAP/General Fund | 01/21/18 – 06/30/18 | \$16.56 hr. |
| Jacqueline Francisco | Registration Aide | SSSP | 01/18/18 – 06/30/18 | \$12.00 hr. |
| Jordan Garcia | Registration Aide | SSSP | 01/18/18 – 06/30/18 | \$12.00 hr. |
| Nicole Gentile | Athletic Academic Instructional Lab Assistant | Equity | 01/03/18 – 05/31/18 | \$15.21 hr. |
| Mary Gumlia | Student Success Workshop Presenter | ASTC | 10/04/17 – 05/10/18 | \$69.05 hr. |
| Tracy Hale | Financial Aid Specialist | BFAP/General Fund | 01/18/18 – 06/30/18 | \$18.10 hr. |
| Keith Hayes | Vehicle and Equipment Mechanic | General Fund | 12/18/17 – 06/30/18 | \$20.16 hr. |
| Cristina Hernandez | Student Services Assistant II | BFAP/General Fund | 01/18/18 – 06/30/18 | \$16.56 hr. |
| Hector Hernandez | Custodian | General Fund | 01/18/18 – 06/30/18 | \$13.62 hr. |
| Gema Leon | Academic Support Specialist | Student Equity | 12/21/17 – 06/30/18 | \$16.56 hr. |
| Clitdell Long | Administrative Assistant III (updated) | SSSP | 12/07/17 – 06/30/18 | \$18.10 hr. |

Short-term/Temporary/Substitute (Cont.)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|-------------------------|---|-------------------------------|-------------------------|----------------------|
| Kevin Marks | Student Success Workshop Presenter | ASTC | 08/24/17 – 05/10/18 | \$69.05 hr. |
| Teryl Morrison | Assistant Coach – Women’s Basketball | Women’s Basketball Trust | 02/11/18 – 06/30/18 | \$16.66 hr. |
| Rachel Purdie | Academic Senate Representative | General Fund | 08/01/17 – 06/30/18 | \$60.69 hr. |
| Sylvia Iseta Ramirez | Accounting Specialist I | General Fund | 01/18/18 – 06/30/18 | \$15.88 hr. |
| Taryn Sigl | Athletic Academic Instructional Lab Assistant | Equity | 01/03/18 – 05/31/18 | \$15.21 hr. |
| Tyren Sillanpaa | Athletic Academic Instructional Lab Assistant | Equity | 01/03/18 – 05/31/18 | \$15.21 hr. |
| Tyren Sillanpaa | Head Coach – Baseball | Baseball Trust | 08/14/17 – 12/17/17 | \$50.53 hr. |
| Sterling Thomas | ASTC Instructional Assistant | General Fund | 01/18/18 – 06/30/18 | \$16.56 hr. |

RESIGNATIONS

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--------------------------------|-------------------------|
| Tempest Smith | Student Services Generalist | 01/10/18 |
| Mani Subramanian | Adjunct Instructor – Chemistry | 12/15/17 |

TERMINATIONS

| <u>Employee ID</u> | <u>Assignment</u> | <u>Effective</u> |
|---------------------------|--------------------------------|-------------------------|
| 102556844 | Admissions and Records Analyst | 12/08/17 |
| 102552880 | Accounting Specialist II | 01/03/18 |

GRATUITOUS SERVICE

| <u>Name</u> | <u>School/Department</u> | <u>Assignment</u> |
|--------------------|--|--|
| Kyra Matranga | School of Liberal Arts | Assist beginner students, help facilitate project assignments, paperwork, and fired work. |
| Jay Williams | School of Math and Science/Biology and Chemistry | Assist with Biology and Chemistry class preparation, inventory of chemicals, reagents, glassware, and laboratory clean up. Help with safety inspection, and aid professors and students as needed. |

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

| | | | |
|----------|-----------------|-----------------------|--------------|
| 12/05/17 | Vendor Payments | 2511083059 | \$1,288.11 |
| 12/05/17 | Vendor Payments | 2511083060-2511083062 | \$89,859.38 |
| 12/05/17 | Vendor Payments | 2511083063-2511083065 | \$422,529.91 |
| 12/05/17 | Vendor Payments | 2511083066-2511083072 | \$171,451.01 |
| 12/05/17 | Vendor Payments | 2511083073-2511083179 | \$212,208.36 |
| 12/08/17 | Vendor Payments | 2511083180-2511083196 | \$6,530.00 |
| 12/11/17 | Vendor Payments | 2511083197-2511083244 | \$20,493.70 |

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------------------|---------------------------|--|
| <i>Ed. Code: 70902 & 81656</i> | <i>Board Policy: 3240</i> | <i>Estimated Fiscal Impact: \$4,114,200.52</i> |
|------------------------------------|---------------------------|--|

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

Robert V. Diamond
Interim Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Finance and Administration

VICE PRESIDENT APPROVAL

January 5, 2018

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

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

January 5, 2018

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

| | | | |
|----------|-----------------|-----------------------|------------------------------|
| 12/11/17 | Vendor Payments | 2511083245-2511083247 | \$8,269.17 |
| 12/11/17 | Vendor Payments | 2511083248-2511083251 | \$74,816.72 |
| 12/11/17 | Vendor Payments | 2511083252 | \$70,050.15 |
| 12/11/17 | Vendor Payments | 2511083253-2511083259 | \$282,542.31 |
| 12/12/17 | Vendor Payments | 2511083260-2511083334 | \$144,101.12 |
| 12/18/17 | Vendor Payments | 2511083335 | \$4,822.25 |
| 12/18/17 | Vendor Payments | 2511083336-2511083338 | \$48,904.66 |
| 12/18/17 | Vendor Payments | 2511083339-2511083342 | \$375,688.12 |
| 12/18/17 | Vendor Payments | 2511083343-2511083468 | \$942,528.17 |
| 12/19/17 | Vendor Payments | 2511083469-2511083528 | \$201,418.82 |
| 12/19/17 | Vendor Payments | 2511083529 | \$3,420.00 |
| 12/19/17 | Vendor Payments | 2511083530-2511083532 | \$53,321.79 |
| 12/19/17 | Vendor Payments | 2511083533-2511083537 | \$129,820.81 |
| 12/19/17 | Vendor Payments | 2511083538-2511083544 | <u>\$850,135.96</u> |
| | | | TOTAL: \$4,114,200.52 |

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

- 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: 1/17/18
7. The Project Name is: Maker's Space Building 1800B Room 1852 Project
8. DSA Number (if applicable): N/A
9. The contractor for such work of modernization is: Arthulia, Inc.
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: 12/20/2017
12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
13. APN #: 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Minor improvements to existing space, including wall patching and painting, and decommissioning of equipment and relocation.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18—12: TO APPROVE
APPOINTMENT TO CITIZENS’ BOND OVERSIGHT
COMMITTEE (CBOC) – DAWN LABAR**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 17/18-12, to appoint one citizen to fill the vacancy in the Citizens’ Bond Oversight Committee (CBOC) representing the SCC Foundation.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, reviewed an application submitted by an interested citizen. After consideration of the candidate’s qualifications, the Board Subcommittee recommends the appointment of Dawn LaBar, a Fairfield, California resident.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------|---------------------------|-------------------------------------|
| <i>Ed. Code:</i> 15278 | <i>Board Policy:</i> 3390 | <i>Estimated Fiscal Impact:</i> \$0 |
|------------------------|---------------------------|-------------------------------------|

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

Celia Esposito-Noy, Ed.D
Superintendent-President

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

January 9, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 17, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE
CITIZENS' BOND OVERSIGHT COMMITTEE**

RESOLUTION NO. 17/18-12

WHEREAS, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 17/18-05 at its September 20, 2017 meeting establishing the Citizens' Bond Oversight Committee (CBOC) and approval of its Bylaws;

WHEREAS, The CBOC Bylaws contains the purpose, duties, meeting frequency and reporting requirements, membership, and term conditions of the committee;

WHEREAS, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

RESOLVED, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

PASSED AND ADOPTED, This 17th day of January 2018, by the Governing Board of the Solano Community College District.

SARAH CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 17/18—13: TO APPROVE
APPOINTMENT TO CITIZENS’ BOND OVERSIGHT
COMMITTEE (CBOC) – DORISS PANDURO

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Resolution No. 17/18-13, to appoint one citizen to fill the vacancy in the Citizens’ Bond Oversight Committee (CBOC) representing the Business Industry.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, reviewed an application submitted by an interested citizen. After consideration of the candidate’s qualifications, the Board Subcommittee recommends the appointment of Doriss Panduro, a Fairfield, California resident.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------|---------------------------|-------------------------------------|
| <i>Ed. Code:</i> 15278 | <i>Board Policy:</i> 3390 | <i>Estimated Fiscal Impact:</i> \$0 |
|------------------------|---------------------------|-------------------------------------|

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Celia Esposito-Noy, Ed.D
Superintendent-President

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

January 9, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 17, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE
CITIZENS' BOND OVERSIGHT COMMITTEE**

RESOLUTION NO. 17/18-13

WHEREAS, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 17/18-05 at its September 20, 2017 meeting establishing the Citizens' Bond Oversight Committee (CBOC) and approval of its Bylaws;

WHEREAS, The CBOC Bylaws contains the purpose, duties, meeting frequency and reporting requirements, membership, and term conditions of the committee;

WHEREAS, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

RESOLVED, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

PASSED AND ADOPTED, This 17th day of January 2018, by the Governing Board of the Solano Community College District.

SARAH CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18—18: TO APPROVE
APPOINTMENT TO CITIZENS’ BOND OVERSIGHT
COMMITTEE (CBOC) – JANET ROBERTS**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 17/18-18, to appoint one citizen to fill the vacancy in the Citizens’ Bond Oversight Committee (CBOC) representing the Taxpayers’ Organization.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, reviewed an application submitted by an interested citizen. After consideration of the candidate’s qualifications, the Board Subcommittee recommends the appointment of Janet Roberts, a Fairfield, California resident.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------|---------------------------|-------------------------------------|
| <i>Ed. Code:</i> 15278 | <i>Board Policy:</i> 3390 | <i>Estimated Fiscal Impact:</i> \$0 |
|------------------------|---------------------------|-------------------------------------|

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

Celia Esposito-Noy, Ed.D
Superintendent-President

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

January 9, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

January 17, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE
CITIZENS' BOND OVERSIGHT COMMITTEE**

RESOLUTION NO. 17/18-18

WHEREAS, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 17/18-05 at its September 20, 2017 meeting establishing the Citizens' Bond Oversight Committee (CBOC) and approval of its Bylaws;

WHEREAS, The CBOC Bylaws contains the purpose, duties, meeting frequency and reporting requirements, membership, and term conditions of the committee;

WHEREAS, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

RESOLVED, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

PASSED AND ADOPTED, This 17th day of January 2018, by the Governing Board of the Solano Community College District.

SARAH CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

| <u>Name</u> | <u>Assignment & Years of Service</u> | <u>Effective</u> |
|-------------|---|------------------|
| Dena Hudson | Administrative Assistant III 13 years and 6 months of service at SCC | 04/16/18 |

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW ADMINISTRATIVE LEADERSHIP GROUP (ALG)
CLASSIFIED MANAGEMENT JOB DESCRIPTION,
DIRECTOR OF PURCHASING AND SUPPORT
SERVICES

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Administrative Leadership Group (ALG) Classified Management position. This position will manage the District’s purchasing function and support services including warehouse, graphic arts, police, bookstore, food services, and risk management. Position will be placed on Range 49 of Administrative Leadership Group (ALG) Salary Schedule.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy:4010 Estimated Fiscal Impact: \$102,322.99 and Health and Welfare Benefits

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones.
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

January 5, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

January 5, 2018
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR OF PURCHASING AND SUPPORT SERVICES (Classified Manager)

GENERAL RESPONSIBILITIES:

Under direction of the Vice President for Finance and Administration, the Director of Purchasing and Support Services manages the District's purchasing function and support services including warehouse, graphic arts, police, bookstore, food services, and risk management.

REPRESENTATIVE DUTIES:

Typical duties may include, but are not limited to the following.

- Hiring, supervising, and evaluation personnel
- Managing procurement functions for land, buildings, equipment, services, and supplies
- Overseeing and improving all procurement processes including contracts, bids, quotes, requisitions, and purchase orders
- Analyze and interpret related laws, regulations, and contracts
- Ensuring compliance with all related laws, regulations, and contracts
- Maintaining the district's inventory and accounting records for land, buildings, and equipment
- Managing capital and operating leases
- Providing oversight to college support services including warehouse, graphic arts, police, bookstore, food services, and risk management.
- Serving on college committees
- Prepare clear and concise written financial and business reports
- Effectively train and supervise the work of others
- Work effectively with others and communicate well in writing and verbally

MINIMUM QUALIFICATIONS:

EDUCATION: A bachelor's degree in business, public administration, or a related field from a regionally accredited institution.

EXPERIENCE: Five years of progressively responsible experience, with significant experience in procurement.

PREFERRED QUALIFICATIONS:

- Procurement experience in a California public agency.
- Experience in or knowledge of community college business operations.
- Leadership experience in an educational setting.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college staff and students.
- Procurement laws, regulations, and practices
- Principles, practices and terminology used in Community College fiscal procedures.
- Applicable sections of the State Education Code and other applicable laws.
- Technical aspects of field of procurement.

Ability to:

- Work within complex, integrated Enterprise Resource Planning (ERP) systems. Plan, organize and implement District procurement functions.
- Analyze financial data and prepare accounting statements in accordance with generally
- Understand the importance of technology as it relates to all areas of the institution, as well as personal expertise and comfort in using technology in support of management responsibilities.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze situations accurately and adopt an effective course of action.
- Train, supervise and evaluate personnel.
- Demonstrate interpersonal skills using tact, patience and courtesy. Assign and review the work of others.
- Meet schedules and time lines. Plan and organize work.
- Work confidentially with discretion.

Board approved: 1/17/18

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18-17: ESTABLISHMENT OF THE
NONRESIDENT TUITION FEE FOR 2018-2019**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 17/18-17, Establishment of the Nonresident Tuition Fee for 2018-2019. The 2017-2018 current nonresident tuition fee is \$227.00 per unit and \$5 per semester unit for nonresidential capital outlay. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before February 1 of each year.

The Board may adopt one of several rates: (1) Statewide average cost; (2) District current expense of education per unit of FTES; (3) District average cost with 10% or more noncredit FTES; (4) no more than the rate of a contiguous district; (5) no more than District average cost – no less than statewide average cost; (6) highest years statewide average tuition rate, or (7) no more than 12 comparable states average tuition.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

| <i>Ed. Code: 76140, 76141</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> |
|---|--|--|
| SUPERINTENDENT’S RECOMMENDATION: | <input type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED | <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE |
| Robert V. Diamond Interim Vice President, Finance & Administration | | |
| PRESENTER’S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | |
| (707) 864-7209 | | |
| TELEPHONE NUMBER | | |
| Robert V. Diamond Interim Vice President, Finance & Administration | | |
| VICE PRESIDENT APPROVAL | | |
| January 5, 2018 | | |
| DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT | | |
| | | Celia Esposito-Noy, Ed.D. Superintendent-President |
| | | January 5, 2018 |
| | | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 17/18-17: ESTABLISHMENT OF THE
NONRESIDENT TUITION FEE FOR 2018-2019

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE:

In addition, per Education Code Section 76141, a District may also charge to any nonresident student a capital outlay fee.

It is recommended that the District's 2018-2019 nonresident tuition fee be established at \$258.00 per unit, which is the statewide average cost of education per unit of FTES and \$5 per semester unit for nonresidential capital outlay.

Resolution No. 17/18-17 is attached, along with the 2018-2019 Nonresident Fees Worksheet.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ESTABLISHMENT OF NONRESIDENT TUITION FEE
FOR ACADEMIC YEAR 2018-2019**

RESOLUTION NO. 17/18-17

TO COMPLY WITH REQUIREMENTS OF EDUCATION CODE SECTION 76140

WHEREAS, Such tuition fee may be based upon (a) the statewide average rate per unit of Full Time Equivalent Student (FTES); (b) the local District's current expense of education per FTES; (c) District average cost with 10% or more noncredit FTES; (d) no more than the highest rate of a contiguous district; (e) any rate within a range that is not more than the District's average cost of education per FTES and not less than the statewide average; (f) highest years statewide average tuition; or (g) no more than 12 comparable states average tuition; and

WHEREAS, Education Code Section 76140 mandates that the proposed tuition fee be increased by the United States Consumer Price Index (U.S.C.P.I.) for two fiscal years, as determined by the Department of Finance, State of California, which results in a factor of 1.046;

WHEREAS, Education Code Section 76141 authorizes each district to charge nonresident students a capital outlay fee; now therefore be it

RESOLVED, That the district nonresident tuition fee for the academic year 2018-2019, beginning with the summer session, be established at \$258.00 per unit based on the statewide average cost per unit of Full Time Equivalent Student (FTES) and \$5 per semester unit for nonresident capital outlay.

PASSED AND ADOPTED This 17th day of January 2018, by the Governing Board of Solano Community College District.

SARAH E. CHAPMAN, PRESIDENT

CELIA ESPOSITO-NOY, SECRETARY

California Community Colleges

2018-19 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

| 2018-19 NONRESIDENT TUITION FEE (EC 76140) | (Col. 1) Statewide | (Col. 2) District | (Col. 3) 10% or More Noncredit FTES |
|---|-----------------------|----------------------|---|
| A. Expense of Education for Base Year (2016-17 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3) | \$8,691,115,474 | \$55,523,844 | \$ _____ |
| B. Annual Attendance FTES (Recal 2016-17) | <u>1,173,780</u> | <u>6,591</u> | _____ |
| C. Average Expense of Education per FTES (A ÷ B) | \$7,404 | \$8,424 | \$ _____ |
| D. U.S. Consumer Price Index Factor (2 years) | x <u>1.046</u> | x <u>1.046</u> | x <u>1.046</u> |
| E. Average Cost per FTES for Tuition Year (C x D) | <u>\$7,745</u> | \$8,812 | \$ _____ |
| F. Average Per Unit Nonresident Cost – Semester (Qtr) | <u>\$258 (\$172)</u> | \$294 | \$ _____ |
| G. Highest year Statewide average – Semester (Qtr) | <u>\$258 (\$172)</u> | \$258 | \$ _____ |
| H. Comparable 12 state average – Semester (Qtr) | <u>\$424 (\$283)</u> | \$424 | \$ _____ |

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident and nonresident students; Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2013-14 through 2016-17 is \$258 per semester unit or \$172 per quarter unit (2016-17).

Option 7. The average of the nonresident tuition fees of public community colleges in 2016-17 of no less than 12 states comparable to California in cost of living is \$424 per semester unit or \$283 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

Continue to next page ►

► Continued from previous page

The district governing board at its January 17, 2018 meeting adopted a **nonresident tuition fee** of \$ 258 per semester unit or \$ n/a per quarter unit.

Basis for adoption is (*place an X in one box only*).

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 1. Statewide average cost, per column 1. |
| <input type="checkbox"/> | 2. District average cost, per column 2. |
| <input type="checkbox"/> | 3. District average cost with 10% or more noncredit FTES, per column 3. |
| <input type="checkbox"/> | 4. Contiguous district. _____ . (<i>Specify district and its fee</i>). |
| <input type="checkbox"/> | 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost. |
| <input type="checkbox"/> | 6. Statewide average cost, from 2016-17 (\$258 per semester unit; \$172 per quarter unit). |
| <input type="checkbox"/> | 7. No more than average tuition of 12 states with cost of living comparable to California. |

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to any nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2016-17 \$ 1,375,714
- b. FTES for 2016-17 8812
- c. Capital outlay expense per FTES (*line a divided by line b*) 156
- d. Capital Outlay Fee per unit:
1. Per semester unit (*line c divided by 30 units*) \$5.20

OR

2. Per quarter unit (*line c divided by 45 units*) n/a
- e. 2018-19 Nonresident Student Capital Outlay Fee (not to exceed *the lesser of line d OR 50% of adopted 2018-19 Nonresident Tuition Fee*) \$5.00

The district governing board at its January 17, 2018 meeting adopted a **nonresident capital outlay fee** of \$ 5.00 per semester unit or \$ n/a per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2018, please submit a copy of this report by February 15, 2018 to:

**California Community Colleges Chancellor's Office
Fiscal Services Unit (attn. Michael Yarber)
1102 Q Street,
Sacramento, CA 95811-6549 FAX (916) 323-8245**

District: Solano Community College District

Contact Person: Robert V. Diamond

Phone Number & email: (707) 864-7209 robert.diamond@solano.edu

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHANGE ORDER #2 (DEDUCTIVE) TO LANDMARK
CONSTRUCTION FOR THE SOFTBALL BLEACHER
REPLACEMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for deductive Change Order #2 in the amount of (\$32,700.82) to Landmark Construction contract for the Softball Bleacher Replacement Project. This project was funded by Measure Q and is now complete.

Attached is the proposed deductive Change Order for the portion of the Owner’s Allowance not used during construction.

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: Renovate instructional space and update equipment

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$32,700.82) 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

Robert V. Diamond

Interim Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #2 (DEDUCTIVE) TO LANDMARK
CONSTRUCTION FOR THE SOFTBALL BLEACHER
REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order #2 if approved:

| | |
|-------------------------|-----------------------|
| Original Contract Sum | \$ 406,241.00 |
| Prior Change Orders | \$ 0.00 |
| Change Order No. 02 | <u>\$ (32,700.82)</u> |
| Revised Contract Amount | \$ 373,540.18 |

The Board is asked to approve deductive Change Order #2 to Landmark Construction in the amount of (\$32,700.82).

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



EXHIBIT A

Solano Community College District

4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189

Change Order # 2
 Project No.:
 Date: 1/17/2018

DSA File No. : 48-C1
 DSA Number: 02-115580

Project: Softball Bleacher Replacement Project
 4000 Suisun Valley Road
 Fairfield CA 94534

To: Landmark Construction
 5948 King Road
 Loomis, CA 95650

The Contract is Changed as Follows:

| CPE # | Description | Amount | Days Added |
|-----------------------------------|---|---------------|------------|
| 01 | Credit back for remaining Owner Allowance | (\$32,700.82) | 0 |
| | | | |
| | | | |
| | | | |
| TOTAL COST OF CHANGE ORDER | | \$ - | |

Original Contract Sum: \$ 406,241.00
 Total change By Previous Change Orders: \$ -
 Contract Sum Prior to This Change Order: \$ 406,241.00
 Original Contract Sum will be Increased by This Change Order: \$ (32,700.82)
 The New Contract Sum Including This Change Order Will Be: \$ 373,540.18

The Original Contract Completion Date is: -
 Contract Time Will be Changed by This Change Order: 0
 The date of substantial completion as of the of this change order is: -

CONTRACTOR: _____ Date: _____
 Manuel Jimenez
 Project Manager
 Landmark Construction

OWNER: _____ Date: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #2 TO HM
 CONSTRUCTION INC. FOR THE FAIRFIELD CAMPUS
 ENTRY SIDEWALK IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On August 2, 2017 the Board approved a contract with HM Construction Inc. for the Fairfield Campus Entry Sidewalk Improvements Project. On December 7, 2017, the Board approved Change Order #1 for \$44,943.45 for the replacement of additional non-compliant sidewalk sections and for permit costs exceeding the allowance.

During construction, it was determined that the District-supplied walkway light poles and fixtures required a different voltage than what is available at the College. Consequently, transformers need

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$12,171.48 Measure Q Funds</i> |
|---|----------------------|---|
| SUPERINTENDENT'S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager | | |
| PRESENTER'S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | Celia Esposito-Noy, Ed.D. Superintendent-President |
| (707) 863-7855 | | |
| TELEPHONE NUMBER | | |
| Robert V. Diamond Interim Vice President, Finance and Administration | | January 5, 2018 |
| VICE PRESIDENT APPROVAL | | DATE APPROVED BY |
| January 5, 2018 | | SUPERINTENDENT-PRESIDENT |
| DATE SUBMITTED TO | | |
| SUPERINTENDENT-PRESIDENT | | |

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #2 TO HM
CONSTRUCTION INC. FOR THE FAIRFIELD CAMPUS
ENTRY SIDEWALK IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

to be added to each light pole to mitigate the issue. Additionally, the existing power source for the new flashing crossing signal is concrete encased. To solve the issue the needed power will be picked up at one of the existing light poles instead.

The Board is requested to approve Change Order #2, in the amount of \$12,171.48 to add transformers at each of the District-supplied light poles and to pick up power for the new flashing crossing signal from an alternate source.

Following is a summary of the Contract:

\$ 318,964.00 Original Contract Amount

\$ 44,943.45 Previously Approved Change Orders (1)

\$ 12,171.48 Proposed Change Order #2

\$ 376,078.93 New Contract Amount, including this Change Order #2

The Board is asked to approve this Change Order #2 to HM Construction Inc. in the amount of \$12,171.48 resulting in a new contract amount of \$376,078.93.

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



Change Order

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

Swinerton Management & Consulting

Change Order # 2
 Project No.: 17-008
 Date: 17-Jan-18

Project: Fairfield Campus Entry Sidewalk Improvements
 4000 Suisun Valley Road
 Fairfield, CA 94534

To: HM Construction
 2129 Drake Lane
 Hercules, CA 94547-5459

The Contract is Changed as Follows:

| | | |
|-----------------------------------|--|---|
| 1.0 | Addition of step-down transformers and underground pull boxes at eight (8) District-supplied walkway light poles and fixtures to mitigate the voltage difference between the fixtures and the available site power. (Unforeseen Condition) | \$11,228.70 |
| 2.0 | Intercept the existing circuit to power the new flashing crossing signal at the nearest existing light pole, as the conduit and wiring originally to be intercepted is concrete encased. (Unforeseen Condition) | \$942.78 |
| TOTAL COST OF CHANGE ORDER | | ADD \$12,171.48 |
| FINAL CHANGE ORDER AMOUNT | | Deduct \$0 \$12,171.48 |

| | |
|--|----------------------|
| Original Contract Sum: | \$ 318,964.00 |
| Total change By Previous Change Orders: | \$ 44,943.45 |
| Contract Sum Prior to This Change Order: | \$ 363,907.45 |
| Original Contract Sum will be Increased by This Change Order: | \$12,171.48 |
| The New Contract Sum Including This Change Order Will Be: | \$ 376,078.93 |
| The New Contract Completion Date Will Be: | 7-Feb-18 |
| Contract Time Will be Unchanged by This Change Order: | 0 Days |
| The date of substantial completion as of the of this change order is | 26-Jan-18 |

CONTRACTOR: _____
 HM Construction
 2129 Drake Lane
 Hercules, CA 94547-5459

Date: _____

OWNER: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT CHANGE ORDER #15 TO BHM
CONSTRUCTION INC. FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #15 to the contract with BHM Construction Inc. for the Building 1200 Performing Arts Renovation Project. On September 16, 2015 the Board approved a contract to BHM Construction for the Building 1200 Performing Arts Renovation Project. The Board has approved 14 Change Orders to date.

During the course of construction a number of unforeseen conditions were encountered and clarifications to the drawings were made which required or will require additional 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
- Transfer-level education
- Other: Renovate instructional space and update equipment

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$2,441 Measure Q Funds</i> |
|------------------|----------------------|---|

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

Robert V. Diamond
Interim Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #15 TO BHM
CONSTRUCTION INC. FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This work was not part of the original contract with BHM Construction, necessitating a change order for the following item:

- Adjustments to HVAC system to balance air pressure between building spaces served by individual units.

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

| | |
|--------------------|--|
| \$13,697,024.00 | Original Contract Sum |
| \$ 1,207,780.53 | Previous Approved Change Orders |
| <u>\$ 2,441.00</u> | This Proposed Change Order |
| \$14,907,245.53 | New Contract Sum Including This Change Order |

The Board is asked to approve this Change Order #15 to BHM Construction Inc. in the amount of \$2,441.

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



Change Order

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

Kitchell CEM

Change Order # 15
 Project No.: 14-014
 Date: 17-Jan-18

DSA File No.: 48-C1
 DSA App. No.: 02-113590

Project: Solano Community College District
 Building 1200 Fairfield Campus
 B1200 Theater Renovation

LPAS
 24822 Natomas Park Dr
 Sacramento, California 94558

To: BHM Contracting
 221 Gateway Rd W Suite 405
 Napa, California 94534

The Contract is Changed as Follows:

CPE No.

189.1 Adjustments to HVAC system to balance air pressure between building spaces served by individual units.

| |
|------------|
| \$2,441.00 |
|------------|

| | | |
|-----------------------------------|---------------|-------------------|
| TOTAL COST OF CHANGE ORDER | ADD | \$2,441.00 |
| | Deduct | \$0 |
| FINAL CHANGE ORDER AMOUNT | | \$2,441.00 |

| | |
|--|-------------------------|
| Original Contract Sum: | \$ 13,697,024.00 |
| Total change By Previous Change Orders: | \$ 1,207,780.53 |
| Contract Sum Prior to This Change Order: | \$ 14,904,804.53 |
| Original Contract Sum will be Increased by This Change Order: | \$2,441.00 |
| The New Contract Sum Including This Change Order Will Be: | \$ 14,907,245.53 |
| The New Contract Completion Date Will Be: | 21-May-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 | 21-May-17 |

ARCHITECT:

LPAS
2484 Natomas Park Drive, Suite 100
Sacramento, California 94534

Date: _____

(Affix stamp here)

CONTRACTOR:

BHM Construction Inc.
221 Gateway Road West, Suite 405
Napa, California 94558

Date: _____

(Affix stamp here)

OWNER:

Lucky Lofton
Executive Bond Manager
Solano Community College District

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE BUILDING 1200 PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Building 1200 Performing Arts (Phase 1) Renovation Project Notice of Completion. On September 16, 2015, BHM Construction Inc. was awarded a contract for the Building 1200 Performing Arts (Phase 1) Renovation Project. The scope of work included renovation and improvements to existing Building 1200 on the Fairfield campus.

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

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

STUDENT SUCCESS IMPACT:

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

| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> | <i>\$0</i> |
|---|----------------------|---|---|
| SUPERINTENDENT'S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL | <input type="checkbox"/> DISAPPROVAL |
| | | <input type="checkbox"/> NOT REQUIRED | <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager | | | |
| PRESENTER'S NAME | | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | | |
| ADDRESS | | Dr. Celia Esposito-Noy | |
| (707) 863-7855 | | Superintendent-President | |
| TELEPHONE NUMBER | | | |
| Robert V. Diamond Interim Vice President, Finance & Administration | | January 5, 2018 | |
| VICE PRESIDENT APPROVAL | | DATE APPROVED BY | |
| January 5, 2018 | | SUPERINTENDENT-PRESIDENT | |
| DATE SUBMITTED TO | | | |
| SUPERINTENDENT-PRESIDENT | | | |

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

- 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: 1/17/18
7. The Project Name is: Building 1200 Performing Arts (Phase 1) Renovation Project
8. DSA Number (if applicable): 48-C1, 02-113590
9. The contractor for such work of modernization is: BHM Construction, Inc.
10. The name of the contractor's Surety Co. is: Travelers Casualty and Surety Company
11. The date of contract between the contractor and the above owner is: 9/16/15
12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
13. APN #: 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Renovation and improvements to an existing Performing Arts building on the Fairfield campus.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager

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

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

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

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

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

TO: Members of the Governing Board

SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #9

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Update #9 of the BSP includes adjustments for the following:

Autotechnology Building Savings: As the project is closing out, \$600,000 can safely be recognized as project savings and returned to the Program Reserve at this time.

| Adjustment | Amount | From | To |
|------------|-----------|------------------------|-----------------|
| 1 | \$600,000 | Autotechnology Project | Program Reserve |
| | | | |

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #9 attached.



| BOND SPENDING PLAN: | UPDATE 1 | UPDATE 2 | UPDATE 3 | UPDATE 4 | UPDATE 5 | UPDATE 6 | UPDATE 7 | UPDATE 8 | UPDATE 9 |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| PROJECT NAME | 03/04/15 | 03/16/16 | 10/19/16 | 1/18/17 | 3/1/17 | 4/19/17 | 12/16/17 | 12/20/17 | 1/17/18 |
| | APPROVED | PROPOSED |
| | BSP | REVISION |
| | | | | | | | | | BSP |
| FF CAMPUS | \$ 87,800,000 | \$ 92,300,000 | \$ 92,447,818 | \$ 92,447,818 | \$ 92,447,818 | \$ 92,447,818 | \$ 92,447,818 | \$ 92,447,818 | \$ 92,447,818 |
| Performing Arts Building (Phase 1 B1200 Removal) | \$ 6,200,000 | \$ 6,200,000 | \$ 6,347,818 | \$ 6,347,818 | \$ 6,347,818 | \$ 6,347,818 | \$ 6,347,818 | \$ 6,347,818 | \$ 6,347,818 |
| Science Building (Phase 1) | \$ 33,100,000 | \$ 37,600,000 | \$ 37,600,000 | \$ 37,600,000 | \$ 37,600,000 | \$ 37,600,000 | \$ 37,600,000 | \$ 37,600,000 | \$ 37,600,000 |
| Agriculture (Horticulture) | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 |
| Library/Learning Resource Center | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 | \$ 21,800,000 |
| Science & Math Building (Phase 2) | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 | \$ 8,000,000 |
| Performing Arts Building (Phase 2) | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 | \$ 13,700,000 |
| Career Technology Building (CTE) | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 | \$ 3,000,000 |
| VV CAMPUS | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 | \$ 80,200,000 |
| VV Classroom Building Purchase & Renovation | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 | \$ 8,200,000 |
| Biotechnology & Science Building | \$ 28,000,000 | \$ 34,500,000 | \$ 34,500,000 | \$ 34,500,000 | \$ 34,500,000 | \$ 34,500,000 | \$ 33,750,000 | \$ 33,750,000 | \$ 33,750,000 |
| Aeronautics & Workforce Development Building | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 15,000,000 |
| Student Success Center/LRC | \$ 22,000,000 | \$ 15,500,000 | \$ 15,500,000 | \$ 15,500,000 | \$ 15,500,000 | \$ 15,500,000 | \$ 15,500,000 | \$ 15,500,000 | \$ 15,500,000 |
| Fire Training | \$ 7,000,000 | \$ 7,000,000 | \$ 7,000,000 | \$ 7,000,000 | \$ 7,000,000 | \$ 7,000,000 | \$ 6,250,000 | \$ 6,250,000 | \$ 6,250,000 |
| Agriculture Building | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Vacaville Center HVAC Upgrade | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| VI CAMPUS | \$ 80,200,000 | \$ 83,300,000 | \$ 82,266,214 | \$ 82,266,214 | \$ 82,266,214 | \$ 82,866,238 | \$ 82,866,838 | \$ 82,866,838 | \$ 82,265,838 |
| Vallejo Prop Purchase Belvedere | \$ 4,800,000 | \$ 4,800,000 | \$ 4,794,343 | \$ 4,794,343 | \$ 4,794,343 | \$ 4,794,343 | \$ 4,794,343 | \$ 4,794,343 | \$ 4,794,343 |
| Autotechnology Building | \$ 19,600,000 | \$ 24,800,000 | \$ 24,800,000 | \$ 24,800,000 | \$ 24,800,000 | \$ 24,400,000 | \$ 24,400,000 | \$ 24,400,000 | \$ 23,800,000 |
| Site Improvements | \$ 5,100,000 | \$ 5,000,000 | \$ 4,000,000 | \$ 2,825,000 | \$ 2,825,000 | \$ 2,825,000 | \$ 2,825,000 | \$ 2,825,000 | \$ 2,825,000 |
| Vallejo Prop Purchase Northgate | \$ 6,800,000 | \$ 6,900,000 | \$ 6,871,871 | \$ 6,871,871 | \$ 6,871,871 | \$ 6,871,871 | \$ 6,871,471 | \$ 6,871,471 | \$ 6,871,471 |
| Student Success Center/LRC | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 | \$ 22,000,000 |
| Career Technology Building | \$ 21,900,000 | \$ 19,800,000 | \$ 19,800,000 | \$ 19,800,000 | \$ 19,800,000 | \$ 19,800,000 | \$ 19,800,000 | \$ 19,800,000 | \$ 19,800,000 |
| Vallejo Center HVAC Upgrade | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| INFRASTRUCTURE IMPROVEMENTS | \$ 37,800,000 | \$ 37,800,000 | \$ 37,800,000 | \$ 37,800,000 | \$ 37,800,000 | \$ 37,800,000 | \$ 38,305,000 | \$ 38,305,000 | \$ 38,305,000 |
| IT Infrastructure Improvements | \$ 14,000,000 | \$ 14,000,000 | \$ 14,000,000 | \$ 14,000,000 | \$ 14,000,000 | \$ 14,000,000 | \$ 14,200,000 | \$ 14,200,000 | \$ 14,200,000 |
| Utility Infrastructure Upgrade (Energy) | \$ 23,800,000 | \$ 23,800,000 | \$ 23,800,000 | \$ 23,800,000 | \$ 23,800,000 | \$ 23,800,000 | \$ 23,800,000 | \$ 24,105,000 | \$ 24,105,000 |
| ADA & CLASSROOM IMPROVEMENTS | \$ 19,200,000 | \$ 19,200,000 | \$ 19,200,000 | \$ 19,200,000 | \$ 19,653,246 | \$ 19,653,246 | \$ 19,653,246 | \$ 19,653,246 | \$ 19,653,246 |
| Small Capital Projects | \$ 8,300,000 | \$ 8,300,000 | \$ 8,300,000 | \$ 8,300,000 | \$ 8,300,000 | \$ 8,753,246 | \$ 8,753,246 | \$ 8,753,246 | \$ 8,753,246 |
| ADA Improvements | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 | \$ 10,900,000 |
| PLANNING, ASSESSMENTS & PROGRAM MGMT | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 |
| Program Management, District Support & Planning | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 | \$ 25,400,000 |
| RESERVE & INTEREST* | \$ 17,400,000 | \$ 14,300,000 | \$ 11,933,786 | \$ 11,785,968 | \$ 11,785,968 | \$ 11,300,944 | \$ 11,101,344 | \$ 11,101,344 | \$ 11,701,344 |
| Program Reserve (5%) | \$ 17,400,000 | \$ 14,300,000 | \$ 11,933,786 | \$ 11,785,968 | \$ 11,785,968 | \$ 11,300,944 | \$ 11,101,344 | \$ 11,101,344 | \$ 11,701,344 |
| TOTAL BOND SPENDING PLAN | \$ 348,000,000 | \$ 349,100,000 | \$ 349,100,000 | \$ 349,100,000 | \$ 349,553,246 | \$ 349,668,246 | \$ 349,668,246 | \$ 349,973,246 | \$ 349,973,246 |
| *Net Interest Earned & Unallocated (6/30/17) | \$ 1,142,214 | \$ 42,214 | \$ 365,077 | \$ 487,945 | \$ 34,699 | \$ 20,706 | \$ 349,053 | \$ 44,053 | \$ 44,053 |

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Swinerton Management and Consulting to provide construction management services for the Vacaville Center HVAC Improvements Project. The consultant’s scope of work will be to provide construction management services to manage the construction contract and construction of HVAC Improvements in the original Vacaville Center building located on the Vacaville Center campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$67,760 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

Robert V. Diamond
Interim Vice President, Finance & Administration
VICE PRESIDENT APPROVAL

January 5, 2018
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

January 5, 2018
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the Board approved pool of construction management firms. A proposal was received from Swinerton Management and Consulting. The proposal was evaluated and the proposed fee in the amount of \$67,760 determined to be reasonable for the services requested.

The Board is asked to approve a contract award to Swinerton Management and Consulting in the amount not to exceed \$67,760.

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO tBP ARCHITECTURE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BUILDING 1800B CORRIDOR PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to tBP Architecture to provide full architectural and engineering services for the Building 1800B Corridor Project. After a code analysis was performed of the existing condition in Building 1800B, it was determined that a non-code compliant 'dead-end corridor' condition exists and will need to be remedied for compliance. The consultant's scope of work will be to prepare design and construction documents, and provide bid phase services and construction administration services for 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: Enhance safety for students, faculty, and staff.

| | | |
|---|---------------------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy: 3225; 3520</i> | <i>Estimated Fiscal Impact: \$50,000 Measure Q Funds</i> |
| SUPERINTENDENT'S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager | | |
| PRESENTER'S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | Celia Esposito-Noy, Ed.D. Superintendent-President |
| (707) 863-7855 | | |
| TELEPHONE NUMBER | | |
| Robert V. Diamond Interim Vice President, Finance & Administration | | January 5, 2018 |
| VICE PRESIDENT APPROVAL | | DATE APPROVED BY |
| January 5, 2018 | | SUPERINTENDENT-PRESIDENT |
| DATE SUBMITTED TO | | |
| SUPERINTENDENT-PRESIDENT | | |

**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 BUILDING 1800B CORRIDOR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the Board approved pool of architectural firms. Two proposals were received. Based on qualifications and price, tBP Architecture Inc. was deemed the best value with a proposal in the amount of \$50,000.

The Board is asked to approve a contract award to tBP Architecture in the amount not to exceed \$50,000.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION INC.
FOR CONSTRUCTION SERVICES FOR THE SOFTBALL
BLEACHERS PATH OF TRAVEL PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Lister Construction Inc., for the Softball Field Path of Travel Project. The scope of work includes labor, materials, equipment, and supplies necessary for the construction of an accessible path of travel from the softball field bleachers to the nearest ADA compliant restroom, as required by the Division of State Architect (DSA).

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: \$59,804 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

Robert V. Diamond

Interim Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION INC.
FOR CONSTRUCTION SERVICES FOR THE SOFTBALL
BLEACHERS PATH OF TRAVEL PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

Two proposals were received:

| | <u>BASE BID</u> |
|--------------------------|------------------------|
| Lister Construction Inc. | \$59,804 |
| HM Construction Inc. | \$117,575 |

It was determined that Lister Construction Inc. submitted the lowest responsible and responsive bid. It is recommended the Board award a contract to Lister Construction Inc. in the amount of \$59,804.

The Board is asked to approve a contract to Lister Construction Inc. in the amount of \$59,804.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO HM CONSTRUCTION, INC. FOR
CONSTRUCTION SERVICES FOR THE PAVEMENT
REHABILITATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to HM Construction, Inc., for the Pavement Rehabilitation Project. The scope of work includes labor, materials, equipment, and supplies necessary for the rehabilitation of an existing asphalt pavement road located on the District’s main Fairfield campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact:\$266,777.50 Scheduled Maintenance Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Myron Hord
Assistant Director of Facilities

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Robert V. Diamond
Interim Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HM CONSTRUCTION, INC. FOR
CONSTRUCTION SERVICES FOR THE PAVEMENT
REHABILITATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A public bid was held January 4, 2018. It was stipulated the contract be awarded on the lowest base bid, and pricing was also requested for two Add Alternates. The following bids were received:

| | <u>BASE BID</u> | <u>ADD ALTERNATE #1</u> | <u>ADD ALTERNATE #2</u> |
|-----------------------|------------------------|------------------------------------|------------------------------------|
| HM Construction, Inc. | \$208,587.50 | \$20,790.00 | \$37,400.00 |
| Lister Construction | \$216,425.00 | \$41,250.00 | \$29,700.00 |
| B&M Builders | \$218,748.20 | \$57,530.00 | \$34,468.50 |
| Silicon Valley Paving | \$231,000.00 | \$33,000.00 | \$39,600.00 |

It was determined that HM Construction, Inc. submitted the lowest responsible and responsive bid. It is recommended the District elect to accept the following two add alternates:

Add Alternate #1 – Installation of storm drainage system to alleviate the presence of residual water on the pavement surface to improve performance and life expectancy of new pavement.

Add Alternate #2 – Installation of concrete swales and gutters to divert surface water into storm drainage system to improve performance and life expectancy of new pavement.

The Board is asked to approve a contract to HM Construction, Inc. in the amount of \$266,777.50 which includes the base bid and two add alternates.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION, INC.
FOR CONSTRUCTION SERVICES FOR THE PARKING
LOT ISLAND IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Lister Construction, Inc., for the Parking Lot Island Improvements Project. The scope of work includes labor, materials, equipment, and supplies necessary for select improvements to existing concrete parking lot islands located on the District's main Fairfield campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact:\$319,626.72 Scheduled Maintenance Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Myron Hord
Assistant Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Robert V. Diamond
Interim Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION, INC.
FOR CONSTRUCTION SERVICES FOR THE PARKING
LOT ISLAND IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A public bid was held January 4, 2018. It was stipulated the contract be awarded on the lowest base bid, and pricing was also requested for three Add Alternates. The following bids were received:

| | <u>BASE BID</u> | <u>ADD ALTERNATE #1</u> | <u>ADD ALTERNATE #2</u> | <u>ADD ALTERNATE #3</u> |
|---------------------------|-----------------|-----------------------------|-----------------------------|-----------------------------|
| Lister Construction, Inc. | \$303,626.72 | \$7,000.00 | \$4,500.00 | \$4,500.00 |
| J-Walt Construction | \$352,000.00 | \$8,500.00 | \$6,500.00 | \$7,000.00 |
| HM Construction | \$509,500.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |

It was determined that Lister Construction, Inc. submitted the lowest responsible and responsive bid. It is recommended the District elect to accept the following three add alternates:

Add Alternate #1 – Installation of irrigation sleeves and piping for north east parking lot island.

Add Alternate #2 – Installation of irrigation sleeves and piping for south west parking lot island.

Add Alternate #3 – Installation of irrigation sleeves and piping for south east parking lot island.

The Board is asked to approve a contract to Lister Construction, Inc. in the amount of \$319,626.72 which includes the base bid and three add alternates.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS INC.
FOR PROJECT INSPECTION SERVICES FOR THE
BUILDING 1000 RE-ROOFING PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Inc. for Division of State Architect (DSA) project construction inspection services for the Building 1000 Re-roofing Project on the Fairfield campus. The scope of work of this contract includes providing onsite inspection of all construction and all other items required by the Division of State Architect (DSA), including California Building Code, Title 24, 2016 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: Renovate instructional space

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$5,400 Scheduled Maintenance Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Myron Hord
Assistant Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Robert V. Diamond

Interim Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS INC.
FOR PROJECT INSPECTION SERVICES FOR THE
BUILDING 1000 RE-ROOFING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from the firms in the Board approved pool of project inspection firms and were due January 4, 2018. A proposal was received from Optima Inspections Inc. The proposal was evaluated and the proposed fee in the amount of \$5,400 determined to be reasonable for the services requested.

The Board is asked to approve a professional services contract to Optima Inspections Inc., in the amount not to exceed \$5,400.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO SOLANO COUNTY ROOFING, INC. FOR CONSTRUCTION SERVICES FOR THE BUILDING 1000 RE-ROOFING PROJECT

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Solano County Roofing, Inc., for the Building 1000 Re-Roofing Project. The scope of work includes labor, materials, equipment, and supplies necessary for the demolition and removal of the existing tile roof system and installation of a new standing seam metal roofing system, including roof drains, rainwater leaders and patching of existing finishes for Building 1000 on the District's Fairfield campus.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$98,747 Scheduled Maintenance Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE

Myron Hord
Assistant Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Robert V. Diamond
Interim Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 5, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

January 5, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO SOLANO COUNTY ROOFING, INC. FOR CONSTRUCTION SERVICES FOR THE BUILDING 1000 RE-ROOFING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A public bid was held January 4, 2018. The following bids were received:

| | <u>BASE BID</u> |
|--|------------------------|
| Solano County Roofing | \$98,747 |
| Andy's Roofing Company, Inc. | \$127,490 |
| Southwest Construction & Property Management | \$165,990 |
| Stronger Building Services | \$203,500 |

It was determined that Solano County Roofing, Inc. submitted the lowest responsible and responsive bid. It is recommended the Board award a contract to Solano County Roofing, Inc. in the amount of \$98,747.

The Board is asked to approve a contract to Solano County Roofing, Inc. in the amount of \$98,747.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS
SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

During the Fall 2017 semester in the months of November-December, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

January 5, 2018

DATE SUBMITTED TO

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

January 5, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2017 semester in the months of November-December, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

ACTION ITEM

| |
|---------|
| a. None |
|---------|

COURSE MODIFICATIONS

| Course | Modifications | Current Class Max | Proposed Class Max Change |
|--|--|-------------------|---------------------------|
| (CP17F-17F-84) ATHL 001A Off-season Intercollegiate Volleyball | Objectives, units, hours, Methods of Evaluation, Content, Textbook | - | - |
| (CP17F-85) ATHL 003A Off-season Intercollegiate Softball | Title, Description, Objectives, Units, hours, Methods of Evaluation, Textbooks | - | - |
| (CP17F-132) ATHL 022 Intercollegiate Tennis | Units, Hours, Prerequisite | - | - |
| CP17F-145) KINE 002B Intermediate Swimming | Objectives, units, hours, class size, textbooks 1. Action | 30 | 24 |
| (CP17F-146) KINE 002D Swim for Fitness | Department, TOP code, Units, Hours, Class size, Methods of Evaluation, Assignments, Textbooks | 30 | 24 |
| (CP17F-91) KINE 003A Beginning Self Defense | TOP code, SAM code, Description, Units, Hours Methods of Instruction | - | - |
| (CP17F-92) KINE 003D Beginning Judo | TOP Code, SAM code, Units, Hours, Methods of Evaluation, Methods of Instruction | - | - |
| (CP17F-93) KINE 003E Intermediate Judo | TOP Code, SAM code, Units, Hours, Methods of Evaluation, Methods of Instruction | - | - |
| (CP17F-149) KINE 004A Beginning Contemporary Modern Dance | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-150) KINE 004B Beginning Tap Dance | Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-151) KINE 004C Intermediate Tab Dance | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-152) KINE 004D Intermediate/Advanced Jazz Dance Technique | Title, SAM code, Units, Hours, Requisite, Methods of Evaluation, Assignments, Content, textbooks | - | - |
| (CP17F-154) KINE 004F Beginning Hip-Hop Dance | Units, Hours, Methods of Evaluation, Assignments, Textbooks, class size | 30 | 25 |
| (CP17F-155) KINE 004G Dance Choreography | TOP code, Description, Methods of Evaluation, Assignments, Content, | 30 | 25 |

| | | | |
|---|--|----|----|
| | Textbooks, Class size | | |
| (CP17F-156) KINE 004H Beginning Jazz Dance | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-157) KINE 004J Beginning Ballroom Dance | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Textbooks, Class Size | 40 | 25 |
| (CP17F-158) KINE 004K Beginning Ballet | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-159) KINE 004M Intermediate Ballet | Units, Hours, Methods of Evaluation, Assignments, Content Textbooks | - | - |
| (CP17F-160) KINE 004N Beginning Swing Dance | Department, TOP code, SAM code, Description, Units, hours, Methods of evaluation, Assignments, Content, textbooks | - | - |
| (CP17F-161) KINE 004P Intermediate Jazz Dance | Units, Hours, Methods of Evaluation, Assignments, Content Textbooks | - | - |
| (CP17F-162) KINE 004S Intermediate Swing Dance: | SAM code, Objectives, Units, hours, Requisite, Methods of Evaluation, Assignments, Content, textbooks | - | - |
| (CP17F-163) KINE 004T Intermediate Ballroom Dance | SAM Code, Units, hours, Methods of Instruction, Assignments, Class size | 35 | 25 |
| (CP17F-164) KINE 005C Fitness For Life | Department, TOP code, SAM code, objectives, units, hours, repeatability, DE, Methods of Evaluation, Assignments, textbooks | - | - |
| (CP17F-165) KINE 005D Circuit Training | Description, units, hours, Methods of instruction, content | - | - |
| (CP17F-166) KINE 005E Cardio Conditioning | TOP code, Description, hours, methods of instruction, methods of evaluation, Assignments, content, textbooks | - | - |
| (CP17F-94) KINE 005J Beginning Body Conditioning | TOP Code, Course Description, Units, Hours, Methods of Evaluation, textbooks | - | - |
| (CP17F-95) KINE 005K Intermediate Body Conditioning | TOP Code, Description, Units, Hours, Methods of Instruction, textbooks | - | - |
| (CP17F-96) KINE 005M Beginning Weight Training | OP Code, Description, Units, Hours, Methods of Instruction, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-97) KINE 005N Intermediate Weight Training | TOP Code, Description, Units, Hours, Methods of Instruction, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-98) KINE 005P Step Aerobics | SAM Code, Description, Units, Hours, Methods of Instruction, Textbooks | - | - |
| (CP17F-121) KINE 005Q Elite Fitness Training | TOP Code, Description, Units, Hours, Methods of Instruction, Methods of Evaluation, Textbooks | - | - |

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|---|---|----|----|
| (CP17F-99) KINE 005R Functional & Core Training | Title, TOP Code, Description, Objectives, Units, Hours, Methods of Instruction, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-100) KINE 006A Cardio Kickboxing | SAM Code, Units, Hours, Methods of Evaluation, Textbooks | - | - |
| (CP17F-101) KINE 006C Pilates for Fitness | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Content, Textbooks | - | - |
| (CP17F-172) KINE 007F Beginning Archery | Units, hours, Methods of Instruction, Textbooks 1. Action | - | - |
| (CP17F-168) KINE 008E Beginning Badminton | SAM Code, Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-174) KINE 009A Beginning Basketball | Department, TOP code, SAM code, Description, course objectives, units, hours, repeatability, assignments, content, textbooks 1. Action | - | - |
| (CP17F-102) KINE 009H Beginning Volleyball | TOP Code, SAM Code, Description, Objectives, Units, Hours, Methods of Instruction, Repeatability, Class Max, Methods of Evaluation, Assignments, Content, Textbooks | 36 | 30 |
| (CP17F-122) NURS 073 Issues and Leadership in Health Care Today | Number, Transferability, SAM Code, Other Catalog Information, Objectives, Class Max, Requisites, Methods of Evaluation, Assignments | 55 | 48 |
| (CP17F-104) NURS 071A Foundations of Nursing I | Number, Title, Description, Objectives, Units, Hours, Transferability, GE, Requisites, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-105) NURS 101B Foundations of Nursing II | Number, Title, Description, Objectives, Transferability, GE, Requisites, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-110) NURS 073A Medical/Surgical II: | Number, Title | - | - |
| (CP17F-111) NURS 073B Psychiatric and Mental Health Nursing | | - | - |
| (CP17F-123) SPMD 054 Care and Prevention of Athletic Injuries | Department, TOP Code, Description, Objectives, Methods of Evaluation, Assignments, Content, Textbooks | - | - |
| (CP17F-124) SPMD 055A Sports Medicine-Athletic Training Practicum Fall Sports | Department, Textbooks | - | - |
| (CP17F-125) SPMD 055B Sports Medicine-Athletic Training Practicum Spring Sports | Department, Textbooks | - | - |
| (CP17F-126) SPMD 071 Back Care and Injury Management | Department, TOP Code, SAM Code, Units, Hours, Repeatability, Methods | - | - |

| | | | |
|--|---|----|----|
| | of Evaluation, Content, Textbooks | | |
| (CP17F-141) ENGL 001 College Composition | Requisites | - | - |
| (CP17F-141) ENGL 310D Advanced English Skills Lab | Requisites | - | - |
| CP17F-141) ENGL 360 Focused English Fundamentals | Requisites | | |
| (CP17F-86) ATHL 003B Pre-season Intercollegiate Softball | Department, Number, Title, Description, objectives, Units, Hours, Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-144) KINE 002A Beginning Swimming | SAM code, objectives, Units, Hours, class size, Assignments, content, Textbooks | 30 | 24 |
| (CP17F-167) KINE 005S Advanced Elite Fitness | Number, Title, TOP code, Description, Transferability, units, hours, methods of instruction, methods of evaluation, assignments, content, textbooks | - | - |
| (CP17F-170) KINE 006E Fundamentals of Yoga | TOP code, units, hours, DE, Methods of Evaluation, Textbooks | - | - |
| (CP17F-171) KINE 006F Intermediate Yoga | TOP code, units, hours, DE, Methods of Instruction, Textbooks | - | - |
| (CP17F-173) KINE 008B Intermediate Tennis | SAM code, Description, Units, hours, Methods of instruction, Methods of evaluation, | - | - |
| (CP17F-176) KINE 008F Intermediate Badminton | SAM code, description, units, hours, Repeatable, methods of evaluation, Assignments, content, textbooks | - | - |
| (CP17F-175) KINE 009E Intermediate Basketball | TOP code, SAM code, Description, objective, units, hours, methods of instruction, methods of evaluation, assignments, description, textbooks | - | - |
| (CP17F-103) KINE 009P Intermediate Volleyball | SAM Code, Objectives, Units, Hours, Methods of Instruction, Methods of Evaluation, Class Max, Assignments, Textbooks | - | - |
| (CP17F-87) ATHL 022A Off-season Intercollegiate Tennis | Title, Objectives, Units, Hours, Methods of Evaluation, prerequisite | - | - |
| (CP17F-177) KINE 057 Introduction to Sports Psychology: | TOP code, Description, DE, Methods of instruction, assignments, content, textbooks | - | - |
| (CP17F-178) KINE 078 Fit Ball Training | Units, hours, methods of instruction, methods of evaluation, assignments | - | - |
| (CP17F-179) MATH 320 Pre-Algebra | Other Catalog Information, objectives, Requisites, textbooks | - | - |
| (CP17F-128) ATEC 140 Hybrid Vehicle Maintenance and Repair | | - | - |

| Curriculum Review | | | |
|---|--|---|---|
| (CP17F-133) CDFS 038 Child Growth and Development: | Methods of Evaluation, Assignments, Textbooks | - | - |
| (CP17F-134) CDFS 052 Children with Special Needs: | SAM code, Requisite, Methods of Evaluation, | - | - |
| (CP17F-135) CDFS 075 Care of Infants and Toddlers: Social and Emotional Foundations | Title, Description, Textbooks | - | - |
| (CP17F-136) CDFS 076 Care of Infants and Toddlers: Curriculum and Environments: | Description, Assignments, textbooks | - | - |
| CP17F-18) ASTR 010 General Astronomy | Other Catalog Info, Objectives, Content, Textbooks | - | - |
| (CP17F-82) ASTR 020 Astronomy Laboratory: | Objectives, Assignments, Content, textbooks | - | - |
| (CP17F-83) ASTR 030 The Solar System | Objectives, Content, Textbooks | - | - |
| (CP17F-19) ASTR 040 Stars, Galaxies, and Cosmology | Objectives, Content, Textbooks | - | - |
| (CP17F-90) BIOT 052 Business, Regulatory, and Quality Practices in Biotechnology | Title, Description, Objectives, Content, Textbooks | - | - |

NEW COURSES

| Course |
|---|
| (CP17F-81) ART 030C Ceramics: History, Culture, Practice |
| (CP17F-20) ASTR 045: Introduction to Astrobiology and the Search for Life in the Universe |
| (CP17F-106) NURS 071S Nursing Simulation and Skills Lab I |
| (CP17F-107) NURS 072A Medical/Surgical I and Geriatrics |
| (CP17F-108) NURS 072B Maternal-Newborn Nursing |
| (CP17F-109) NURS 072S Nursing Simulation and Skills Lab III |
| (CP17F-112) NURS 073S Nursing Simulation and Skills Lab III |
| (CP17F-113) NURS 074B Pediatric Nursing |
| (CP17F-114) NURS 074A Medical/Surgical III |
| (CP17F-115) NURS 074S Nursing Simulation and Skills Lab IV |
| (CP17F-129) ATEC 148A Special Topics-Smog Check Level 1 |
| (CP17F-130) ATEC 148B Special Topics-Smog Check Level 2 |
| (CP17F-130) ATHL 015B Pre-Season Intercollegiate Baseball Conditioning |
| (CP17F-139) CHEM 020 Elements of Chemistry |
| (CP17F-140) CHEM 020L Elements of Chemistry Laboratory |
| (CP17F-147) KINE 004 Dance Appreciation |
| (CP17F-169) KINE 006D Intermediate Cardio Kickboxing |
| (CP17F-137) CDSF 077 Art and Scientific Inquiry for ECE |
| (CP17F-138) CDSF 078 Literacy and Music for ECE |
| (CP17F-169) KINE 006D Intermediate Cardio Kickboxing |

COURSE DELETIONS

| Course |
|--|
| (CP17F-67) CJ 090 Vocational Work Experience – Law Enforcement |
| (CP17F-68) CJ 091 Vocational Work Experience – Corrections |

PROGRAM MODIFICATIONS

| Program | Modification |
|--|----------------|
| (CP17F-180) Early Childhood Education A.S. | Courses, units |
| (CP17F-181) Early Childhood Education Certificate of Achievement | Courses, units |
| (CP17F-182) Kinesiology A.A.-T | Courses, units |
| (CP17F-183) Sports Medicine/Athletic Training A.S. | Courses, units |
| (CP17F-184) Welding Technician A.S. | Courses, units |
| (CP17F-185) Welding Technician Certificate of Achievement | Courses, units |

NEW PROGRAMS

| Program |
|---------|
| None |

PROGRAM DELETIONS

| Program |
|---|
| (CP17F-49) Automotive Body and Repair A.S. |
| (CP17F-49) Automotive Body and Repair Certificate of Achievement |
| (CP17F-116) Interdisciplinary Studies-Science and Quantitative Reasoning - A.S. |
| (CP17F-117) University Studies-Science and Quantitative Reasoning - A.S. |

CONSENT ITEMS

1. (CP17F-194) BIO 005 Human Physiology: Change in Requisite from CHEM 051-012 to reflect course number change
2. **The Following Experimental Course will be made inactive as it has not been submitted for full Chancellor's Office Approval: (CP17F-195) PLSC 048G Human Rights: A Global Perspective**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: IDEATOR MASTER SUBSCRIPTION AGREEMENT (NEW)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This agenda item is to approve a Master Subscription Agreement (MSA) with Ideator, Inc. for use of their innovation facilitation platform as a component of a Chancellor’s Office funded Industry Sector Project in Common (ISPIC) around integrating entrepreneurship components into community college based makerspaces. An Ideator.com Community will be set up for each participating college in the project. The ISPIC is projected to fund up to 20 colleges. Participating colleges are required to match ISPIC funding with Strong Workforce Program (SWP) funding. The amount of this agreement is \$5,000 per participating college and the term of the agreement will run from January 18, 2018 to January 17, 2019. Attached is a copy of the agreement.

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:\$5,000 grant expense per college

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Small Business Sector Navigator

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER

David Williams, Ph.D., Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

January 5, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Ideator Master Subscription Agreement (MSA)

This Master Subscription Agreement ("**Agreement**") is entered into effective as of the date signed by parties below or, if signed by the parties on different dates, the date signed by the later signing party (the "**Effective Date**") and is entered into by and between **Ideator, Inc.**, a Delaware corporation, having its principal place of business at 79 Via la Brisa, Larkspur, CA 94939 ("**Company**") and Solano Community College as host for the California Community Colleges Small Business Sector Navigator Grant, having its principal place of business at - 4000 Suisun Valley Road, Fairfield, CA 94534 ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer Data**" means all electronic data or information submitted by Customer in connection with the Services.

"**Customer Org**" means the private, customized Ideator community account created for Customer by the Company, through which the Customer and Users access the Services.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-Company Applications**" means online applications and offline software products that are provided by entities or individuals other than Company and that interoperate with the Services.

"**Order Form**" means the documents for placing orders hereunder, including addenda thereto, that are entered into between Customer and Company or any of Company's Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms is incorporated herein by reference.

"**Services**" means the products and services that are ordered by Customer under an Order Form and made available by Company online via the unique login link provided by Company to Customer to access to the Services and/or other web pages designated by Company, including associated offline components that may be provided by the Company from time to time.

"**Users**" means individuals who are authorized by Customer to use the Services in accordance with the terms of this Agreement, and all Order Forms, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business, and in the educational market, it may include students, faculty, staff, alumni, and other business associates.

2. Service.

2.1. Provision of Services. Company shall make the Services available to Customer pursuant to this Agreement and the relevant Order Forms during a subscription term. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.

3. Use of the Service.

3.1. Company Responsibilities. Company shall: (i) provide to Customer basic support (email support available weekdays 8am PT – 5pm PT for the Services at no additional charge, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Company shall give at least 8 hours' notice via e-mail to the designated Customer e-mail address and which Company shall schedule to the extent practicable from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Company employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2. Protection of Customer Data. Company shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Company shall not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (iii) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's



request in connection with customer support matters.

- 3.3. Customer Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, and all Order Forms, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired and/or uses Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement, and applicable laws and government regulations. Customer shall not and shall cause its Users to not: (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. Non-Company Providers.

- 4.1. Acquisition of Non-Company Products and Services. Company or third parties may from time to time may make available to Customer third-party products or services, including but not limited to Non-Company Applications and implementation, customization and other consulting services. Any acquisition by Customer of such non-Company products or services, and any exchange of data between Customer and any non-Company provider, is solely between Customer and the applicable non-Company provider. Company does not warrant or support non-Company products or services, whether or not they are designated by Company as "certified" or otherwise, except as specified in an Order Form. Subject to Section 4.3 (Integration with Non-Company Services), no purchase of non-Company products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
- 4.2. Non-Company Applications and Customer Data. If Customer installs or enables Non-Company Applications for use with Services, Customer acknowledges that Company may allow providers of those Non-Company Applications to access Customer Data as required for the interoperation of such Non-Company Applications with the Services. Company shall not be responsible for any disclosure, use, modification or deletion of Customer Data resulting from any such access by Non-Company Application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Company Applications for use with the Services.
- 4.3. Integration with Non-Company Services. The Services may contain features designed to interoperate with Non-Company Applications (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Non-Company Applications from their providers. If the provider of any such Non-Company Application ceases to make the Non-Company Application available for interoperation with the corresponding Service features on reasonable terms, Company may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

5. Fees & Payment.

- 5.1. Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage and (ii) payment obligations are non-cancelable and fees paid are non-refundable.
- 5.2. Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due prior to commencement of Services for the initial term and within 30 days of upon receipt invoice for any renewal term. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.
- 5.3. Overdue Charges. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Company's discretion, late charges at the maximum rate permitted by law, from the date such payment was due until the date paid.
- 5.4. Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Company reserves the right to suspend the Service provided to Customer, without liability to Company, until such amounts are paid in full; provided, however, that no suspension shall take effect unless Company has given Customer at least 10 business days prior written notice that its account is overdue. If the first payment to initiate Services is not received within 20 business days of signing this Agreement, Company, in its sole discretion, may terminate or suspend Service immediately. All Services must be prepaid prior to delivery of Services.
- 5.5. Taxes. Unless otherwise stated, Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If



Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on Company income, property and employees.

5.6. Pricing is considered confidential information. See section 7.1.

6. Proprietary Rights.

- 6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Company reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer or Users hereunder other than expressly set forth herein.
- 6.2. Restrictions. Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to or while endeavoring to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 6.3. Customer Applications and Code. If Customer, a third party acting on Customer's behalf, or a User creates non-derivative applications or program code, Customer authorize Company to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Company to provide the Services in accordance with this Agreement. Subject to the above, Company acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 6.4. Customer Data. Subject to the limited rights granted by Customer hereunder, Company acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.
- 6.5. Admin User Access. Customer understands and agrees that selected Company technical and customer support personnel may require access to the Customer Org and the Customer Data through the normal course of providing customer support and system administrative services. Customer hereby consents to such access.
- 6.6. Suggestions. Company shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service or other products and services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

7. Confidentiality.

- 7.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include, without limitation, Customer Data; Company Confidential Information shall include, without limitation, the Services, the source code, the data schema and all proprietary information, intellectual property and intellectual property rights contained in the foregoing; and Confidential Information of each party shall include, without limitation, the terms and conditions of this Agreement and all Order Forms, Pricing Strategy as well as such party's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party shall (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of the Disclosing Party's and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prompt notice of such compelled disclosure prior to making such disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to



contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. Warranties & Disclaimers.

- 8.1. Warranties by Company. Company warrants that (i) Company has validly entered into this Agreement and has the legal power to do so, (ii) subject to Section 4.3 (Integration with Non-Company Services), the functionality of the Services will not be materially decreased during a subscription term, and (iii) Company will use commercially reasonable methods to prevent the transmission of Malicious Code to Customer by Company, provided that it will not be a breach of this Section if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, the exclusive remedy shall be as provided in Section 11.4 (Refund or Payment upon Termination) below.
- 8.2. Warranties by Customer. Customer warrants that (i) Customer has validly entered into this Agreement and has the legal power to do so and (ii) Customer has all rights necessary to use the Customer Data as contemplated herein and Customer's and each User's use of the Customer Data with the Services will not infringe or misappropriate any third party rights.
- 8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8.4. Non-GA Services. From time to time Company may invite Customer to try, at no charge, Company's products or services that are not generally available to Company customers ("**Non-GA Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, nonproduction or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. Company may discontinue Non-GA Services at any time in Company's sole discretion and may never make them generally available.

9. Indemnity

- 9.1. Indemnification by Company. Company shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs of Customer as a result of, and for amounts paid by Customer under a judgment, or court approved settlement of, a Claim Against Customer; provided that Customer (i) promptly give Company written notice of the Claim Against Customer (provided that the failure to give prompt notice shall not relieve Company of its obligations pursuant to this Section 9.1 except and only to the extent that Company's ability to defend such Claim Against Customer is materially prejudiced as a result of such failure); (ii) give Company sole control of the defense and settlement of the Claim Against Customer (provided that Company may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (iii) provide to Company all reasonable assistance, at Company's expense. In the event of a Claim Against Customer, or if Company reasonably believes the Services may infringe or misappropriate a third party's intellectual property rights, Company may in its sole discretion and election and at no cost to Customer (a) modify the Services so that they no longer infringe or misappropriate, which shall not be considered a breach of any warranties under this Agreement, (b) obtain a license for continued use of the Services in accordance with this Agreement, or (c) terminate User subscriptions for such Services and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of such termination.
- 9.2. Indemnification by Customer. Customer shall defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that Customer Data, or Customer's or Users' use of the Services not in accordance with the terms of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Company for any damages, attorney fees and costs of Company as a result of, or for any amounts paid by Company under a judgment, or court-approved settlement of, a Claim Against Us; provided that Company (a) promptly gives Customer written notice of the Claim Against Us (provided that the failure to give prompt notice shall not relieve Customer of its obligations pursuant to this Section 9.2 except and only to the extent that Customer's ability to defend such Claim Against Us is materially prejudiced as a result of such failure); (b) gives Customer sole control of the defense and settlement of the Claim Against Us (provided that Customer may not settle any Claim Against Us unless the settlement unconditionally releases Company of all liability); and (c) provides to Customer all reasonable assistance at Customer's expense.
- 9.3. Exclusive Remedy. Section 9 (Indemnity) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy



against, the other party for any type of claim described in this Section.

10. Limitation of Liability.

10.1. Limitation of Liability. EXCEPT IN THE EVENT OF A BREACH OF OBLIGATIONS SET FORTH IN SECTION 5 (FEES AND PAYMENT), SECTION 6 (PROPRIETARY RIGHTS), SECTION 7 (CONFIDENTIALITY) OR SECTION 9 (INDEMNITY), NEITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY COMPANY HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences as of the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or have been terminated. If the Services are provided to Customer by the Company for a free trial period and Customer does not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

11.2. Subscription Term. User subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional terms equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior subscription term unless Company has given Customer written notice of a pricing increase before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Surviving Provisions. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnity), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Surviving Provisions) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. Further Contact.

12.1. Company may contact Customer regarding new Company service features and offerings.

13. General Provisions.

13.1. Export Compliance. The Services, other technology Company makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in or from a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation.

13.2. Anti-Corruption. Customer warrants that its employees have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Company's employees or agents in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify the Company.

13.3. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.4. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons, unless otherwise stated herein.

13.5. Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other by a means evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email. Notices to Company shall be addressed to the attention of its CEO. Notices to Customer are to be addressed to the Customer at the address provided by the Customer at the beginning of this Agreement.

13.6. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any



other remedies of a party at law or in equity.

- 13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to rules regarding conflicts of laws. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in San Francisco, California, which shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.
- 13.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto, along with all Order Forms executed hereunder, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 13.11. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

[Signature page follows]



IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

COMPANY

By: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS: Exhibit A - Order Form & Exhibit 1 with draft language with Program specifics



ORDER FORM

Order Forms should be emailed directly to the Company Account Executive

| | |
|------------------------|--|
| Company Name | Solano Community College as host for the California Community Colleges Small Business Sector Navigator Grant |
| Bill to Address | 4000 Suisun Valley Road |
| Bill to City/State/Zip | Fairfield, CA 94534 |
| Website | http://smallbusinesssector.net/contact.php |
| Contact Name & Title | Mr.Charles Eason, Statewide Sector Navigator |
| Email Address | Charles.Eason@solano.edu |
| Phone Number | (707) 863-7846 |

PAYMENT TERMS

| | |
|-------------------|--|
| Start Date | January 18, 2018 |
| Subscription Term | One (1) year initial term; automatic one (1) year renewals after each term, unless terminated in accordance with the Agreement |
| Payment Method | Invoice |
| Payment Terms | Net 30 days, including renewal terms |
| Billing Frequency | Annual |
| Notes | Please see suggested language below |

Products

| Description | Quantity | Year 1 Sales Price (USD) Per Year | Total Price (USD) |
|---|----------|-----------------------------------|-------------------|
| Ideator Community for Individual California Community Colleges - price shown is for each College that participates in the program | 1 | \$5,000.00 | \$5,000.00 |
| - Domain name TBD: abc.ideator.com | | | |
| Additional customization to be provided by Ideator Team, to include color palette, custom fields for the Idea Page, and others. We will complete a Customization Plan with the CA-SBS team and with each Community College prior to official roll-out | | | |
| The Ideator team will assist in the initial on-boarding process, as well as future on-boarding as needed | | | |
| Includes free training and support | | | |
| TOTAL (USD) | | | \$5,000.00 |

Customer Approval

| | |
|-----------|------------|
| Signature | Print Name |
| Title | Date |

Note: Sales tax will be added if applicable.

Ideator-MSA2016PAGE 8CONFIDENTIAL INFORMATION



Addendum 1 – Program Specifics

Ideator to work with Mr. Charles Eason, Statewide Sector Navigator and Mr. James Hayes to design and create a branded Ideator Community for different Community Colleges participating in the CA-SBS Makerspace Initiative. Usage may involve, but is not limited to:

- To support students, faculty, staff, program personnel, mentors, investors, and community leaders, as appropriate.
- The Admin team from each Community College will control who can join and participate in their new Community, which will be built on Ideator.

This agreement does not contain any guarantees about the number of Community Colleges that choose to participate. Charles Eason will notify Ideator each time a new Community College elects to move forward, and will then issue a Purchase Order to Ideator. Ideator will invoice Charles Eason each time a new Purchase Order is received. Each Community College Participating will have their own 1 year term, with a start date and end date reflected on the individual Purchase Orders and Invoices.

Period of performance: Initial term is January 18, 2018 to January 17, 2019 (12 months). Pricing will be:

- *\$5,000 for the first year for up to 500 users / members in each Community College. If they exceed 500 users in an individual community the next pricing level will be \$10,000 for the year for up to 2,000 users / members in each Community.*

Our normal onboarding program takes 6-8 weeks after an agreement is signed. The Ideator team will work closely with James Hayes and team to schedule the onboarding process after a new purchase order is received by Ideator from Charles Eason.

Invoices for each new Community College instance will be sent directly to Charles Eason to manage.

Each Community College participating will receive the following from Ideator:.

- *One branded Private Community*
- *Onboarding - includes customization, training, and best practices consulting*
- *Support including phone, email and regularly scheduled office hours*

Initials and Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SAMASCHOOL WEB-BASED TRAINING ACCESS (NEW)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This agenda item is to approve a Statement of Work (SOW) with Samasource Inc. d/b/a Samaschool to provide unlimited access for students, faculty, and staff participating in the Self-employment Pathways in the Gig Economy Project to the following two web-based, self-paced trainings:
• “How to Succeed in the in-person Gig Economy”
• “How to succeed in the remote Gig Economy”
Each web-based training will include 3-5 hours of course content, interactive eLearning exercises, community discussion forums, personalized tools, and student tracking and analytics. The amount of this agreement is \$25,000 and the term will run from January 18, 2018 to December 31, 2018.

Attached is a copy of the Statement of Work.

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:\$25,000 Gig Economy Grant Expense

SUPERINTENDENT’S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Small Business Sector Navigator

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER

David Williams, Ph.D., Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

January 5, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

January 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Statement of Work Between Samaschool and Solano Community College on behalf of the California Community Colleges Small Business Sector.

I. Introduction

This Statement of Work (“SOW”) is made and entered into as of 1/18/18 (“SOW Effective Date”) by and between Solano Community College on behalf of the California Community Colleges Small Business Sector (“Client”) and Samasource, Inc., (d/b/a Samaschool, herein the “Contractor”).

II. Project Overview

The Contractor will provide unlimited access for students, faculty, and staff participating in the Self-employment Pathways in the Gig Economy Project to the two following web-based, self-paced trainings:

- “How to Succeed in the in-person Gig Economy”
- “How to succeed in the remote Gig Economy”

III. Project Specifications

Curriculum Materials. Contractor will design the framework and format of two respective trainings referenced in Section II, which contractor will make available to Client. Each training will include 3-5 hours of course content, interactive elearning exercises, community discussion forums, personalized tools, and student tracking and analytics.

| How to Succeed in the in-person Gig Economy | How to succeed in the remote Gig Economy |
|---|--|
| <ul style="list-style-type: none"> • What is the gig economy? • Choosing a gig platform • Personal branding • Profile optimization • Trust in the gig economy • Safety in the gig economy • Client management • Time management • Gig worker taxes & legal • Goal setting & career planning | <ul style="list-style-type: none"> • What is the gig economy? • Choosing a gig platform • Creating a great profile • Finding quality jobs • Writing effective proposals • Securing jobs • When to walk away from jobs • Project management • Freelancer finances • Wrap up & troubleshooting |

IV. Deliverable Due Dates

Contractor will deliver each of the two web-based trainings by January 31, 2017.

V. Communication and Support

Contractor will provide:

- Two hour-long webinar onboarding sessions (one for each course) per semester to orient staff at participating partners to the course content, eLearning platform, and course analytic functions.
- Monthly hour-long technical assistance conference calls for participating partners.
- A mid-year update to each of the two web-based trainings, based on feedback and requests from participating partners as collected during monthly technical assistance calls and a mid-year survey

VI. Data Collection and Sharing

Contractor will collect data as follows:

- Baseline survey: demographics, education and work experience, household income
- Exit survey: satisfaction with class, self-reported learning

All data will be shared with the Client. Data will be stored securely, and no personal and/or identifiable data will be shared externally. Contractor may use aggregated, non-identifiable data for development and marketing purposes.

Client agrees to share with Contractor relevant, non-identifiable student data relating to mutually agreeable measure of success as it relates to this project. This data will include:

- Program of Study
- Amount of freelance experience
- Veteran or Non-Veteran
- Age (range only)
- Employment Status
- Pursuing Transfer degree
- Income bracket, if available

VII. Branding, Marketing, and Ownership of Materials

Contractor retains ownership of all intellectual property contained in each web-based training.

VIII. Term and Termination

This agreement shall commence upon 1/18/2018, and shall expire December 31, 2018. Any decision to extend or reinstate this agreement is contingent on the written approval of the Client and the Contractor.

IX. Payment

The Client agrees to compensate the Contractor \$25,000 for unlimited access for all students, faculty, and staff participating in the Self-employment Pathways in the Gig Economy Project, as well as the support and technical assistance services described in Section V. Contractor will submit invoices for payment of \$12,500 on 1/31/18 and 6/15/18. Client agrees to remit payment within 30 days of receipt of invoice.

Client Billing Contact Information

Charles Eason
 Small Business Sector Navigator
 Solano Community College, Room 151
 4000 Suisun Valley Road
 Fairfield, CA 94534
Charles.eason@solano.edu
 (707) 863-7846

Samaschool
 (Contractor)

Solano Community College
 (Client)

By: _____

By: _____

Name: Lindsey Crumbaugh

Name: Dr. Celia Esposito-Noy

Title: Managing Director

Title: Superintendent/President

Date: _____

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: 2017-2019 INTEGRATED PLAN: BASIC SKILLS
INITIATIVE, STUDENT EQUITY, AND STUDENT
SUCCESS AND SUPPORT PROGRAM**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the 2017-2019 Integrated Plan. The Integrated Plan combines Basic Skills Initiative (BSI), Student Equity (SE), and the Student Success and Support Program (SSSP). The Chancellor’s Office selected these three programs as a starting point for integrative efforts because they all have the same ultimate goal of increasing student success while closing achievement gaps, in addition to, a strong potential for overlap between and/or among programs. Project proposals were solicited from the college community and some of these initiatives will be supported over the next two years. The plan has been recommended by the Academic Senate and has received the endorsement of the College Governance Council and the Student Success and Equity Council. The submission deadline has been extended to January 31, 2018.

STUDENT SUCCESS IMPACT:

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

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

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 17/18-16 PROCLAIMING FEBRUARY 2018 AS BLACK HISTORY MONTH AT SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

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

SUMMARY:

The theme for February 2018 National Black History Month is “African Americans in Times of War”

Board approval is requested to proclaim February 2018 as Black History Month at Solano Community College.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------|----------------------|---------------------------------|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> |
|------------------|----------------------|---------------------------------|

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

Gregory S. Brown
 Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

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

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2018 AS BLACK
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 17/18 - 16

WHEREAS, The Solano Community College District Governing Board honors the heritage of African Americans and acknowledges their many contributions to our Nation; and

WHEREAS, the 2018 National Black History Month Theme is “African Americans in Times of War”; and

WHEREAS, Dr. Carter Woodson established Black History Month Week in February 1925, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass; and

WHEREAS, in the year 1976, the observance was expanded to Black History Month; and

WHEREAS, the theme of this years’ celebration is “Hallowed Grounds: Sites of African American Memories” bringing attention to the centennial celebration of the National Park Service and the more than twenty-five sites and the Underground Railroad Network to Freedom that are part of American’s hallowed grounds; and

WHEREAS, this month holds great significance from the many milestones it contains: on February 23, 1868, the civil rights leader and co-founder of the NAACP, W.E.B. DuBois, was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 12, 1909, the NAACP was founded; and on February 1, 1960, a civil rights movement milestone occurred when a group of black college students began a sit-in at a segregated Woolworth’s lunch counter in Greensboro, NC; now therefore be it

RESOLVED, that the Solano Community College District Governing Board proclaims February 2018, as Black History Month.

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2018 AS BLACK
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO.17/18 - 16

(Continuing – Page 2)

PASSED AND ADOPTED, This 17th day of January 2018, by the Governing Board of
Solano Community College District.

**SARAH E. CHAPMAN
BOARD PRESIDENT**

**CELIA ESPOSITO-NOY
SECRETARY**