

**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>
Jessica Blue	Student Services Assistant III-Financial Aid (Range 13/Step 1)	06/21/18
Fiorella Polo	Student Services Assistant III-Financial Aid (Range 13/Step 1)	06/21/18
Falicia Scarbrough	Student Services Assistant III-Financial Aid (Range 13/Step 1)	06/21/18

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Danielle Gonzalez	Administrative Assistant IV-Math and Science	06/01/18 – 06/30/18	\$190.66 Total

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Dorene Adams	Nursing Cohort Assistant	Assessment and Retention Grant	04/16/18 – 06/30/18 (Revised)	\$50.00 hr.
Quiara Alexander	Beginning Interpreter	General Fund	06/11/18 – 06/30/18	\$12.00 hr.
Larry Bartlow	Instructional Assistant	Equity	06/21/18 – 06/30/18	\$16.56 hr.

Mary Jones
 Human Resources

June 8, 2018

Date Submitted

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

June 20, 2018

Date Approved

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Ron Galen	Applied Music Instruction	General Fund	03/01/18 – 05/16/18	\$60.69 hr.
Kristy Juliano	Applied Music Instruction	General Fund	03/01/18 – 05/16/18	\$64.87 hr.
Stephanie Sherman	Instructional Assistant	Equity	06/21/18 – 06/30/18	\$16.56 hr.
Cora Williams	Beginning Interpreter	General Fund	06/11/18 – 06/30/18	\$12.00 hr.
Theresa Yumae	Applied Music Instruction	General Fund	03/01/18 – 05/16/18	\$71.72 hr.

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Robert Gabriel	Dean, Health Sciences	06/30/18
Yichi Zhang	Accounting Specialist I	05/31/18

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Dagmar Kuta	Instructional Lab Assistant-Art and Photography (Range 11/Step 2)	07/02/18
Damary Fisher	Interim Dean – Research and Planning (Range 49/Step 1)	07/01/18

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Simone Findlay	Adjunct Instructor-Child Development and Family Studies (not to exceed 67%)	08/09/18
Kari Powell	Adjunct Instructor-Child Development and Family Studies (not to exceed 67%)	08/09/18

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Karen Mitchell	From Executive Assistant (Range 32/Step 9) to Human Resources Generalist (Range 33/Step 9)	07/01/18

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

June 20, 2018

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Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Susan Beavers	Admissions and Records Analyst	07/01/18 – 12/31/18	\$218.40/month \$1,310.40 Total
Vernon Cunningham	General Maintenance Worker (75%)/Custodian (25%)	07/01/18 – 12/31/18	\$111.80/month \$670.80 Total
Danielle Gonzalez	Administrative Assistant IV – Math and Science	07/01/18 – 08/31/18	\$208.00/month \$416.00 Total
Jenny Gonzalez	Admissions and Records Analyst	07/01/18 – 12/31/18	\$242.66/month \$1,455.96 Total
Claire Gover	Administrative Assistant IV – Athletics	07/01/18 – 08/31/18	\$218.40/month \$436.80 Total
Dawna Murphy	Accountant	07/01/18 – 09/30/18	\$792.12/month \$2,376.36 Total

Leave of Absence

<u>Name</u>	<u>Leave Status</u>	<u>Duration</u>
Peter Cammish	Personal Leave of Absence – Unpaid	07/03/18 – 07/02/19

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Quiara Alexander	Beginning Interpreter	General Fund	07/01/18 – 06/30/19	\$12.00 hr.
Natalie Allas	Box Office Manager	General Fund	07/01/18 – 06/30/19	\$12.50 hr.
Natalie Allas	Theatre Event Technician	General Fund	07/01/18 – 06/30/19	\$14.50 hr.
Theresa “Trish” Armstrong	Theatre Event Technician	General Fund	07/01/18 – 06/30/19	\$14.50 hr.
Jerico Atienza	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Larry Bartlow	Instructional Assistant	Equity	07/01/18 – 06/30/19	\$16.56 hr.
Seth Brown	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Monica Delgado	Admissions and Records Analyst	SSSP	07/01/18 – 06/30/19	\$19.73 hr.
Lawrencia Dwumfuoh	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$18.10 hr.
Allen Fleming	Instructional Assistant	Student Equity	07/01/18 – 06/30/19	\$16.56 hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

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Jacqueline Francisco	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Mackenzie Galindo	Counselor	Student Equity	07/01/18 – 06/30/19	\$60.62 hr.
Tania Gay	Police Services Technician	General Fun	07/01/18 – 06/30/19	\$18.10 hr.
April Gipson	Registration Aide-Vallejo	SSSP	07/01/18 – 06/30/19	\$15.00 hr.
Jordan Garcia	Registration Aide-Vallejo	SSSP	07/01/18 – 06/30/19	\$12.00 hr.
Tham Hua	Research Analyst	Strong Workforce	07/01/18 – 06/30/19	\$19.73 hr.
Taylor Lee	Beginning Interpreter Level I	General Fund	07/01/18 – 06/30/19	\$12.00 hr.
Veronica Lindsey	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$18.10 hr.
Maeve Lee	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Clitdell Long	Administrative Assistant III- Admissions and Records	SSSP	07/01/18 – 06/30/19	\$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>
Lisset Martin	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Jocelyn Mouton	Counselor	Student Equity	07/01/18 – 06/30/19	\$69.05 hr.
George Olgin	ASTC Coordinator	General Fund	07/01/18 – 06/30/19	
Chanelle Pagano	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Carolyn Pleasant	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$18.10 hr.
Antoinette Remlinger	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Ruth Rich	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$18.10 hr.
Nigel Richardson	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$16.56 hr.
Sarah Carolina Rico	Student Services Generalist	SSSP	07/01/18 – 06/30/19	\$18.10 hr.
Sherron Robertson	Office Assistant	Equity	07/01/18 – 06/30/19	\$11.60 hr.
Jared Romano	Counselor	Student Equity	07/01/18 – 06/30/19	\$56.58 hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

June 20, 2018

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Stephanie Sherman	Instructional Assistant	Equity	07/01/18 – 06/30/19	\$16.56 hr.
Miguel Solano	Theatre Event Technician	General Fund	07/01/18 – 06/30/19	\$14.50 hr.
Rebecca Valentino	Theatre House Manager	General Fund	07/01/18 – 06/30/19	\$12.50 hr.
Rebecca Valentino	Theatre Event Technician	General Fund	07/01/18 – 06/30/19	\$14.50 hr.
Emily Wade	TAP Academic Success Specialist	Student Equity	07/01/18 – 06/30/19	\$16.56 hr.
Cora Williams	Beginning Interpreter	General Fund	07/01/18 – 06/30/19	\$12.00 hr.

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Lolli Hilton	School of Liberal Arts	Theatre Assistant
Diane Powell	School of Liberal Arts	Office Assistance

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

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

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Arian Cap	Private bass instruction for Applied Music student.	March 1, 2018 – May 16, 2018	Not to exceed \$400.00
Rhonda Farley	Facilitation of Adult ESL stakeholder retreat.	May 17, 2018 – June 1, 2018	Not to exceed \$500.00
Clif Foster	Private violin instruction for Applied Music student.	March 1, 2018 – May 16, 2018	Not to exceed \$400.00
Phillips Design & Marketing Inc.	To design and produce quarterly E-newsletters for the Business and Entrepreneurship Sector.	July 1, 2018 – June 30, 2019	Not to exceed \$3,200.00

**Human Resources
Sal Abbate, Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Shannon Cooper	Customer service workshop.	June 20, 2018	Not to exceed \$1,000.00

Robert V. Diamond
 Vice President, Finance & Administration

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

June 8, 2018
Date Submitted

June 8, 2018
Date Approved

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
CIL Consulting, LLC.	Develop business procedures and provide training in the areas of Admissions and Records, Financial Aid, Enrollment and Degree Works.	July 1, 2018 – December 31, 2018	Not to exceed \$145,600.00
David Ferguson	Provide an evaluation of the TRIO program.	June 25, 2018 – June 30, 2018	Not to exceed \$2,200.00
Jerry Gorman	Presenter for Foster & Kinship Care Education (FKCE) Workshops/Seminars for fiscal year 2018-2019.	July 1, 2018 – June 30, 2019	Not to exceed \$1,500.00
Corrine Kirkbride	Assist with the Basic Skills and Student Outcomes Transformation (BSSOT) Grant.	July 1, 2018 – June 30, 2019	Not to exceed \$8,000.00
Kimberly Kopp	Learning disability assessments and consultation.	July 1, 2018 – June 30, 2019	Not to exceed \$28,000.00
Robert Stotler	Presenter for Foster & Kinship Care Education (FKCE) Workshops/Seminars for fiscal year 2018-2019.	July 1, 2018 – June 30, 2019	Not to exceed \$1,200.00

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

05/07/18	Vendor Payments	2511086156	\$35.11
05/07/18	Vendor Payments	2511086157	\$960.00
05/07/18	Vendor Payments	2511086158-2511086161	\$593,141.65
05/07/18	Vendor Payments	2511086162-2511086169	\$166,841.75
05/07/18	Vendor Payments	2511086170-2511086222	\$11,093.50
05/07/18	Vendor Payments	2511086223-2511086295	\$284,838.46
05/14/18	Vendor Payments	2511086296-2511086299	\$28,782.15

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: \$4,777,254.88</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
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

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 8, 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:

05/14/18	Vendor Payments	2511086300-2511086306	\$985,389.06
05/14/18	Vendor Payments	2511086307-2511086381	\$161,648.16
05/21/18	Vendor Payments	2511086382-2511086472	\$496,245.85
05/22/08	Vendor Payments	2511086473-2511086474	\$217,216.09
05/22/18	Vendor Payments	2511086475	\$25,813.87
05/22/18	Vendor Payments	2511086476-2511086478	\$84,713.70
05/22/18	Vendor Payments	2511086479-2511086483	\$379,138.90
05/23/18	Vendor Payments	2511086484-2511086596	\$27,570.16
05/23/18	Vendor Payments	2511086597-2511086657	\$275,675.48
05/29/18	Vendor Payments	2511086658-2511086659	\$48,976.86
05/29/18	Vendor Payments	2511086660-2511086664	\$86,231.44
05/30/18	Vendor Payments	2511086665-2511086774	<u>\$902,942.69</u>
TOTAL:			\$4,777,254.88

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE BUILDING 1800B, ROOM 1852
MAKER’S SPACE PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1800B Room 1852 Maker’s Space Project Notice of Completion. On May 2, 2018, the Board awarded Arthulia, Inc. a contract for the Building 1800B Room 1852 Maker’s Space Project. The scope of work included door frame and door hardware upgrades, installation of new exit signage and minor electrical improvements for a new Maker’s Space lab.

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: \$0</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
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: 6/20/2018
 7. The Project Name is: Building 1800B Room 1852 Maker's Space 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: 5/2/2018
 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: Door frame and door hardware upgrades, installation of new exit signage and minor electrical improvements for a new Maker's Space lab.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("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 Fairfield, California.
(City or Town where signed)

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE SOFTBALL FIELD PRESS BOX PA
SYSTEM PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Softball Field Press Box PA System Project Notice of Completion. On May 2, 2018, the Board awarded Lloyd F. McKinney Associates, Inc. a contract for the Softball Field Press Box PA System Project. The scope of work included furnishing and installation of a new public address system for the bleacher press box located at the softball field on the main 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: \$0</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
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: 6/20/2018
 7. The Project Name is: Softball Field Press Box PA System Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Lloyd F. McKinney Associates, 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: 5/2/2018
 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: Furnishing and installation of a new public address system for the bleacher press box located at the softball field on the main Fairfield campus.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("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 Fairfield, California.
(City or Town where signed)

Revised on 20140501

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

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18-34 TO PROCLAIM THE WEEK
OF JUNE 16-22, 2018 AS JUNETEENTH WEEK**

REQUESTED ACTION:

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

SUMMARY:

On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation which stated that “all slaves... shall be forever free” and later ordered that African-Americans “would be received into the armed services” which established the United States Colored Troops which significantly affected the outcome of the Civil War. On June 19th “Juneteenth” 1865, the Union Army announced that President Abraham Lincoln proclaimed two and one-half years earlier that all slaves are free and that there would be equality of personal and property rights between former masters and slaves which later led to the 13th Amendment that abolished slavery on December 6, 1865.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</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
Celia Esposito-Noy, Ed.D. Superintendent-President		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed. D. Superintendent-President
(707) 864-7299		
TELEPHONE NUMBER		June 20, 2018
VICE PRESIDENT APPROVAL		DATE APPROVED BY
June 8, 2018		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 17/18-34 TO PROCLAIM THE WEEK
OF JUNE 16-22, 2018 AS JUNETEENTH WEEK**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since 1997, the U.S. Congress has unanimously passed joint resolutions recognizing Juneteenth as America's Second Independence Day as a symbolic milestone in our nation's journey toward a more perfect union. Americans share a common respect for democratic institutions by which the tenets of freedom are guaranteed and protected, and Juneteenth is a celebration for freedom and justice for all Americans with an emphasis on education, achievement, and tolerance.

Approval is requested at this time to designate June 16-22, 2018 as "Juneteenth Week" in recognition of June 19, 1865, the day on which Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and that the enslaved were free.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**TO PROCLAIM THE WEEK OF JUNE 16-22, 2018
AS JUNETEENTH WEEK**

RESOLUTION NO. 17/18-34

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7 **WHEREAS**, On January 1, 1863, President Abraham Lincoln signed the Emancipation
8 Proclamation which stated that “all slaves ... shall be forever free” and later ordered that African-
9 Americans “would be received into the armed services” which established the United States
10 Colored Troops which, although barely mentioned in US history literature, significantly affected
the outcome of the Civil War as over 200,000 African-Americans served in the Union Army and
Navy; and

11 **WHEREAS**, On June 19 “Juneteenth” 1865, the Union Army finally announced in Texas that
12 President Abraham Lincoln proclaimed two and one half years earlier that all slaves are free and
that there would be equality of personal and property rights between former masters and slaves
13 which later led to the 13th Amendment that abolished slavery on December 6, 1865; and

14 **WHEREAS**, From our historic and beautiful County of Solano, we remember and honor all of
15 our fallen heroes who paid the ultimate price for our great county whose names are forever etched
in our memories; and

16 **WHEREAS**, It would take decades of struggle and collective effort before African-Americans
17 were granted equal treatment and protection under the law, and since 1997, the U.S. Congress has
18 unanimously passed joint resolutions recognizing Juneteenth as America’s Second Independence
19 Day as a symbolic milestone in our nation’s journey toward a more perfect union; and

20 **WHEREAS**, Diverse Americans share a common respect for democratic institutions by which the
21 tenet of freedom are guaranteed and protected, and Juneteenth is a celebration for freedom and
justice for all Americans with an emphasis on education, achievement, and tolerance; and

22 **WHEREAS**, Citizens came together and celebrated Vallejo’s 30th Annual Juneteenth Celebration
23 on Saturday, June 16 at Martin Luther King Jr. Park (Georgia/Santa Clara Streets) as a day to
celebrate our freedom, family, and community, and to recognize the achievements of the African-
24 American community by enjoying a spirit of peace, respect, and brotherly love, and, more
25 importantly, to honor and salute our county’s rich cultural legacy and diversity.

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NOW, THEREFORE, BE IT RESOLVED, That the Solano Community College District Governing Board hereby declares June 16-22, 2018 as Juneteenth Week in recognition of Vallejo’s 30th Annual Juneteenth Celebration on Saturday, June 16 at Martin Luther King Jr. Park (Georgia/Santa Clara Streets), to acknowledge a part of our history that continues to influence our society today, to urge all citizens to become more aware of the significance of this celebration in African-American history and in the heritage of our nation and county, and, most importantly, to recommit ourselves to the ongoing work of guaranteeing liberty and equal rights for all Americans.

AYES:

NOES:

ABSENT:

ABSTAIN:

SARAH CHAPMAN, Ph.D., BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 17/18-35 TO APPOINT THE OFFICIAL REPRESENTATIVE TO THE NORTHERN CALIFORNIA COMMUNITY COLLEGES SELF-INSURANCE AUTHORITY

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 17/18-35 for the District to appoint the official representative to the Northern California Community Colleges Self-Insurance Authority (NCCC-SIA). The NCCC-SIA is a joint powers authority and it is through the NCCC-SIA that the District has its workers' compensation and property and liability insurance coverage. According to its Bylaws, each member district has a representative who attends quarterly meetings and has voting privileges as a member of the board. The designated representative is Victoria Lamica, Director of Purchasing and Support Services, and the alternate representative is Laura Convento, Business Operations Coordinator.

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

Robert V. Diamond
Vice President, Finance & Administration

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

ADDRESS

(707) 864-7209

TELEPHONE NUMBER
Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION APPOINTING OFFICIAL REPRESENTATIVE
TO THE NORTHERN CALIFORNIA COMMUNITY COLLEGES
SELF-INSURANCE AUTHORITY**

RESOLUTION NO. 17/18-35

WHEREAS, Solano Community College District is a member of the Northern California Community Colleges Self-Insurance Authority;

WHEREAS, Northern California Community Colleges Self-Insurance Authority entitles each member district to have a representative attend all meetings of the Board of Directors;

WHEREAS, The Bylaws of the Northern California Community Colleges Self-Insurance Authority entitles each member district to appoint this representative; now therefore be it

RESOLVED, That Victoria Lamica, Director of Purchasing and Support Services, is hereby appointed as Official Representative, and Laura Convento, Business Operations Coordinator, is hereby appointed as Official Alternate for Solano Community College District to attend the Northern California Community Colleges Self-Insurance Authority meetings.

PASSED AND ADOPTED, This 20th day of June, 2018 by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 17/18-36 TO APPOINT THE OFFICIAL
REPRESENTATIVE TO THE NORTH BAY SCHOOLS
INSURANCE AUTHORITY**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 17/18-36 for the District to appoint the official representative to the North Bay Schools Insurance Authority (NBSIA). The NBSIA is a joint powers authority and it is through the NBSIA that the District has its dental and vision coverage. According to its Bylaws, each member district has a representative who attends meetings and has voting privileges as a member of the board. The designated representative is Victoria Lamica, Director of Purchasing and Support Services, and the alternate representative is Laura Convento, Business Operations Coordinator.

The resolution is attached for approval.

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

Robert V. Diamond
Vice President, Finance & Administration

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

ADDRESS

(707) 864-7209

TELEPHONE NUMBER
Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION APPOINTING OFFICIAL REPRESENTATIVE
TO THE NORTH BAY SCHOOLS INSURANCE AUTHORITY**

RESOLUTION NO. 17/18-36

WHEREAS, Solano Community College District is a member of the North Bay Schools Insurance Authority;

WHEREAS, North Bay Schools Insurance Authority entitles each member district to have a representative attend all meetings of the Board of Directors;

WHEREAS, The Bylaws of the North Bay Schools Insurance Authority entitles each member district to appoint this representative; now therefore be it

RESOLVED, That Victoria Lamica, Director of Purchasing and Support Services, is hereby appointed as Official Representative, and Laura Convento, Business Operations Coordinator, is hereby appointed as Official Alternate for Solano Community College District to attend the North Bay Schools Insurance Authority meetings.

PASSED AND ADOPTED, This 20th day of June, 2018 by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO JAMES THOMAS MEDIA LLC.
FOR DIGITAL MEDIA AND MARKETING SERVICES**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to contract with James Thomas Media LLC. for digital media and marketing services. Proposed services for Solano Community College include: to create a full digital marketing campaign; create unique content; manage multiple social media outlets and refine digital distribution of content to reach specified target audiences.

James Thomas Media LLC. will provide services for 12 months at \$5,500 per month, with travel and additional expenses billed at actual cost (not included in monthly fee).

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$70,000
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



JAMES THOMAS MEDIA LLC.

CREATIVE BRIEF

CLIENT

PROJECT NAME	Solano Community College - Digital Marketing Campaign
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - Digital Media & Marketing
PRODUCT	Digital Content Creation, Social Media Marketing, Management and Distribution
DATE: May 7, 2018	

PROJECT

PURPOSE | *What are we looking to do?*

JTM (James Thomas Media LLC.) will create a full digital marketing campaign for SCC (Solano Community College). Our main goal is to bring new and constantly updated media to all current and prospective students within the surrounding area. This will increase awareness within the community regarding SCC's programs and events. Additionally, this offers an easy and quick means of reaching and providing SCC's audience with a call to action (essentially making it easier for one to click a link, sign-up/register, buy tickets, etc). During this campaign JTM will **(1)** create unique content for SCC, **(2)** manage multiple social media outlets and **(3)** refine digital distribution of content to reach specified target audiences.

OBJECTIVE

What does the project work to achieve?

Increase SCC's digital brand awareness and revamp company's online image to reflect the quality of their programs and events. Additionally, provide a uniform look throughout all managed digital platforms.

TARGET AUDIENCE

PROJECT TARGET | *who are we trying to reach?*

- Currently enrolled students within Solano Community College
- Prospective students within the surrounding communities
- Interested parties of special events
- Local businesses and corporate entities looking to hire specially trained alumni

Continued...

Digital Marketing Campaign Overview

Deliverables Overview | *what are we providing?*

• Video and Pictures-

- JTM will be on site three (3) times per month to gather new content. JTM will then provide three (3) :10 to :30 second promotional and/or PSA videos (per month) that will change each month by department, program or event. Additionally, JTM will provide 20 High Quality images (per month) that will also be distributed and populate all managed digital outlets for SCC. This will optimize SCC's online brand and image by creating, populating and advertising through social media. (Directly targeting specific audiences, creating awareness, user feedback and peer to peer interaction)

• Social Media Management and Distribution-

- JTM will update SCC's social media at least four (4) times per week on all platforms (and more as content becomes available). Depending on JTM's collected backlog, SCC supplied content and newly collected footage. This will determine the amount of posting that can be achieved. JTM will post a combination of new and backlog content. This will present fresh material to SCC's viewers and continue ongoing campaigns. (If supplied content is less, posting may slow. However, JTM will post all above mentioned content each month).
Three promo and/or PSA videos and 20 HQ pictures

• Backlog/Lead Time-

- JTM will need one (1) month from contract start date to acquire a backlog of content. This will provide more material for posting and time for data collection. Allowing JTM to better adhere to social media marketing SEO (Search Engine Optimization) and provide the best posting results.
- This will cover initial start up and allow time to setup social media distribution materials. This time will also be used to create an agreed upon schedule of the events and programs that JTM will produce material for. However, JTM will create and release one (1) Promo video during month one.

• SEO-

- Adhering to social media SEO will provide the best results for viewers to organically see posted material. Additionally, implementing an amount of standard SEO into our campaign will help connect all digital platforms from the website to social media. This will increase traffic to the website and all social media outlets. It will also help posts rank higher, attaining more views and interaction. Using this method JTM can easily unify all digital outlets and create continuity within SCC's digital presence. JTM will also use this to target posts to specific audiences in both paid and organic venues.

Continued...

DELIVERABLES

Detailed list of what we will make for you

- **Produced Content**

- ***Video***

- Three (3) promotional and/or PSA videos (per month)
 - Between :10 and :30 seconds
 - Creates brief overview of program or event for Digital Marketing Campaign
 - This includes time on site, editing, music licensing, graphics/titles and two revisions (additional revisions billed at \$50 per hour)

- ***Images***

- High-Res event/program Imagery (**Quantity 20**) (per month)
 - Capture events, sports and general programs
 - This includes time on site, editing, graphics/titles and two revisions (additional revisions billed at \$50 per hour)

- ***Social Media Management and Distribution***

- Daily to Weekly posting of new and collected footage/material, unify digital outlets and target specific audiences. (Note: If supplied content is less, posting may slow. However, JTM will post all above mentioned content each month)
 - Create digital content and populate Facebook, Instagram, Twitter and YouTube for SCC
 - Edit client supplied photos, organize YouTube and populate social media platforms
 - Paid promoted social media postings
 - Maintain conformity within brand (Keep content within brand objective and remove conflicting brand presence)
 - Edit, target and distribute content through social media (Direct to targeted demographic)
 - Manage digital media platforms (Scheduled posts, uniform posting between platforms)
 - Emergency posting and updates (Included within normal business hours, Additional if extended)

- ***Social Media - Search Engine Optimization (S.E.O.)***

- Aims to increase social media post ranking and visibility. Additionally, added backlinks to increase website traffic and google/other platform ranking on certain search criteria
 - JTM will optimize keywords, hashtags#, geotags and search terms for SCC to increase visibility in non-paid and paid search landscape
 - Provide backlinks through social media platforms
 - Ensure targeted posting to specific demographic
 - Higher ranked social media posts and user traffic on all digital platforms

- ***(OPTIONAL) Web Development Consultation (Updated, responsive and mobile friendly webpage design)***

- Help SCC web developers design and utilize tools to create updated webpages. Also provide SCC developers with new content to create more aesthetically pleasing designs.

- ***(OPTIONAL) Additional Marketing Materials***

- Assist in placing material on SCC's campus TVs and other digital display devices
- Assist in setup and acquisition of materials for SNAPCHAT and Instagram Live (Bring quick awareness to events easily, update Students on Safety concerns, etc.)

Continued...

Budget:

Digital Marketing Campaign - Monthly billing of \$5,500 per month.

Term of Contract - One (1) year from received first payment. Twelve (12) payments in total. Revisited in one year to discuss further services or termination of services.

Analytics - Social media analytics provided monthly at month three (3) Additionally, website analytics provided once given access to Google tracker on website.

(Upon first payment JTM requires one (1) month to create a backlog of content and setup social media distribution materials before main posting) This time will also be used to create an agreed upon schedule of the events, PSAs and programs that JTM will produce. However, JTM will create and release one (1) Promo video during month one.

(OPTIONAL) Website Development Consultation & Additional Marketing Materials- \$100 per hour. Billed separately at the end of each month when applicable.

***JTM Policy* Contractors on site three (3) times per month at digression of JTM. Contractors not on site more than two (2) hours per visit. Additional time will be billed at \$100 per hour. Additional revisions above two (2) per video will be billed at \$50 per hour. Travel included up to 25 miles per site visit. Additional mileage billed at .54 cents per mile. Emergency posting services outside of normal business hours (8am-5pm) will be billed at \$50 per hour. JTM will not be held liable for missed content creation/posting if contact can not be established with the necessary parties. (ex. Professor rescheduling filming last minute/Not responding/Insufficient client supplied content).**

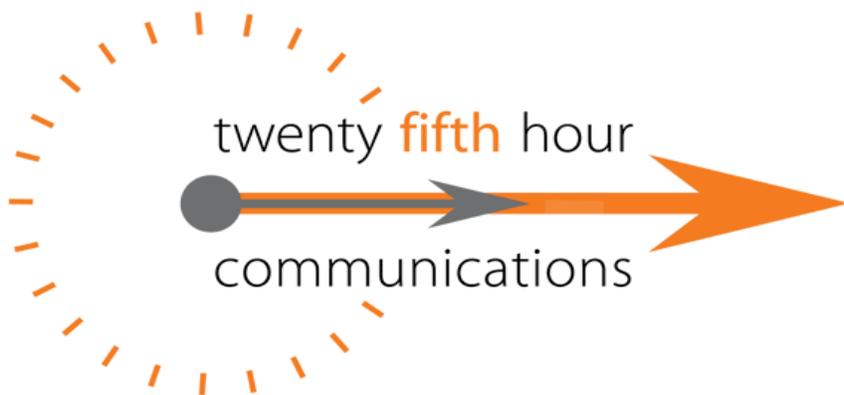
CLIENT COMMENTS AND APPROVAL

COMMENTS

Empty space for client comments and approval.

DATE:

CLIENT SIGNATURE:



Proposal for
Solano Community College

Marketing and Communication Services

Prepared by: Trish Lamantia

June 4, 2018

Prepared Especially For:



Proposed Services

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

1) Advertising

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

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

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

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

2) Media Buying, Placement, & Tracking

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

Through the years we have watched and studied as media channels have evolved through new trends and technologies. From newspapers and AM/FM radio, to the multitude of online advertising options, XM radio, and Pandora, we are on top of the industry and know which media outlets serve community colleges best. Our experience tells us that communicating a message through the proper channel is paramount to ensuring

success. Our media planning process begins with analyzing the Student Media Survey data and developing a thorough understanding of which media channels best suit Solano Community College.

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

3) Public and Media Relations

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

4) Website Redesign Project Management

We will manage the redesign of both your college and athletics websites. We'll start by working with internal staff to identify or review problems with your existing sites, determine who the stakeholders are and interview them to understand their needs and expectations, and develop a plan to bring everyone on board with the goals for the new websites. We'll work with your web design team and content management system to project manage the entire process.

5) Website Content Development

We will serve as the web content agents for your college and athletic websites by rewriting necessary outdated and/or incorrect content that could be more effective, reviewing and editing other content owners submitted work, and developing fresh, new content to fit new web pages while reinforcing your college brand.

6) Graphic Design

Graphic design services are included in this agreement. Our graphic design team has won local, state and national awards for their work, including several Paragon awards from the National Council for Marketing and Public Relations (NCMPR). While recognition and awards are important, Solano Community College deserves an agency experienced and successful in telling the community college story through graphics and images. Our team does this. They are ahead of the curve when it comes to trends in graphic design. They know the issues you deal with every day when it comes to creating images that best tell your story. We include them in client meetings so they can listen to you to truly understand what it is you are looking for. Our graphic design philosophy is rooted in communication. It is critical that our designers hear your tone when speaking so they can translate that to priorities and let it influence their design work.

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

TO: Members of the Governing Board

**SUBJECT: TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2018-2019**

REQUESTED ACTION:

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

SUMMARY:

Robert V. Diamond, Vice President of Finance & Administration, will present for acceptance the District’s Tentative 2018-2019 General Fund Budgets and the dates to establish the public hearing and formal adoption of the 2018-2019 budgets. A budget update, including a PowerPoint presentation labeled Tentative Budget 2018-2019 1st Reading was presented at the June 13, 2018 Board retreat.

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: (CCR)Title 5, Section 58301</i>	<i>Board Policy: 3000, 3005</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 9, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2018-2019**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The public hearing and the adoption of these official 2018-2019 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting on Wednesday, September 5, 2018, in the Denis Honeychurch Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA.

Copies of the District's 2018-2019 Tentative Budget were provided to the Board under separate cover. Copies are available from the Office of the Vice President of Finance & Administration, and online at: http://www.solano.edu/finance_admin/.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FUNDING AGREEMENT WITH BAY AREA AIR
QUALITY MANAGEMENT DISTRICT FOR THE
ELECTRIC VEHICLE CHARGING STATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to approve a Funding Agreement with Bay Area Air Quality Management District (BAAQMD) for BAAQMD funding contribution in the amount of \$12,000 for three dual-port electric vehicle charging stations, to be installed in the Fairfield Campus south parking lot.

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: New infrastructure that supports classrooms or related College facilities

Ed. Code:	Board Policy: 3225; 3520	Estimated Fiscal Impact: None
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: FUNDING AGREEMENT WITH BAY AREA AIR
QUALITY MANAGEMENT DISTRICT FOR THE
ELECTRIC VEHICLE CHARGING STATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The BAAQMD established a grant fund, the Transportation Foundation for Clean Air (TFCA), to fund projects that result in surplus emission reductions to public agencies for certain vehicle-based projects. The District applied for a grant for this project and BAAQMD awarded \$12,000 towards the cost of this project. The total cost of the project will be about \$61,087, and it is anticipated this work will be added to the scope of work of the Science Building Contractor by Change Order. The work must be completed by December 1, 2018. 85% of the grant will be released when installation is complete, with the remaining 15% released after three years of operation. Annual reports of energy usage are required during this period.

The Governing Board is asked to approve the attached Funding Agreement with Bay Area Air Quality Management District for funding in the amount of \$12,000.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO RGD ACOUSTICS FOR
PROFESSIONAL SERVICES FOR THE VALLEJO
CENTER AUTO TECHNOLOGY BUILDING
ACOUSTICAL CONSULTATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a professional services contract to RGD Acoustics for acoustical consultation services for the Vallejo Center Auto Technology Building Acoustical Consultation Project, a Small Capital Project. The scope of work includes conducting a sound levels survey, assessment and providing recommendations to further mitigate the noise resulting from rooftop HVAC units.

CONTINUED ON THE NEXT PART

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>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$14,380 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO RGD ACOUSTICS FOR
PROFESSIONAL SERVICES FOR THE VALLEJO AUTO
TECHNOLOGY ACOUSTICAL ASSESSMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Requests for proposals were issued to qualified acoustical consultant firms and proposals were due by May 24, 2018. Two pre-bid site walks were conducted so that proposers could familiarize themselves with the site conditions and hear the HVAC equipment in full operation. Only one proposal was received, from RGD Acoustics. The proposal was evaluated and the proposed fee in the amount of \$14,380 was determined to be reasonable for the services requested.

The Board is asked to approve a professional services contract to RGD Acoustics in the amount not to exceed \$14,380.

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

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

TO: **Members of the Governing Board**

SUBJECT: **CHANGE ORDER #1 (DEDUCTIVE) TO DAY'S
GENERATOR SERVICE FOR THE BUILDING 100
GENERATOR PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On December 6, 2017 the Board approved a construction contract with Day's Generator Service for the Building 100 Generator Project. This project is now complete and Board approval is requested for deductive Change Order #1 in the amount of (\$57,100) for the portion of the Owner's Allowance not used during construction and credit for Additive Alternate #1 scope that was determined unnecessary during the course of 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: Provide infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: (\$57,100) Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 (DEDUCTIVE) TO DAY'S
GENERATOR SERVICE FOR THE BUILDING 100
GENERATOR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 456,000.00
Prior Change Orders	\$ 0.00
Change Order #1	<u>\$ (57,100.00)</u>
New Contract Amount	\$ 399,400.00

The Board is asked to approve deductive Change Order #1 to Day's Generator Service in the amount of (\$57,100).

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



EXHIBIT A

Change Order

Solano Community College District

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

Change Order # 1
 Project No.: 18-003
 Date: 6/20/2018

DSA File No. : N/A
 DSA Number: N/A

Project: Building 100 Generator Project
 4000 Suisun Valley Road
 Fairfield CA 94534

To: Day's Generator Service
 P.O. Box 1868
 Brentwood CA 94513

The Contract is Changed as Follows:

CPE #	Description	Amount	Days Added
01	Credit back for unused Owner Allowance	\$ (36,200.00)	0
02	Credit back for Add Alternate #1 scope not performed	\$ (20,900.00)	0
TOTAL COST OF CHANGE ORDER		\$ (57,100.00)	

Original Contract Sum: \$ 456,500.00
 Total change By Previous Change Orders: \$ -
 Contract Sum Prior to This Change Order: \$ 456,500.00
 Original Contract Sum will be Increased by This Change Order: \$ (57,100.00)
 The New Contract Sum Including This Change Order Will Be: \$ 399,400.00

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: _____
 Randy Day
 President
 Day's Generator Service

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: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE BUILDING 100 GENERATOR PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 100 Generator Project Notice of Completion. On December 6, 2018, Day’s Generator Service was awarded a contract for the Building 100 Generator Project. The scope of work included furnishing and installation of chain link fencing, concrete pad, emergency generator and transfer switch to support Building 100, including the main data center, during unexpected power outages.

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> \$0
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
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: 6/20/2018
 7. The Project Name is: Building 100 Generator Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Day's Generator Service
 10. The name of the contractor's Surety Co. is: RLI Insurance Company
 11. The date of contract between the contractor and the above owner is: 12/6/2017
 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: Furnish and installation of chain link fencing, concrete pad, emergency generator and transfer switch to support Building 100, including the data center.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("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 Fairfield, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHANGE ORDER #1 (DEDUCTIVE) TO GEORGE FAMILY ENTERPRISES, INC. FOR THE BUILDING 1200 RECORDING AND CONTROL ROOM ACOUSTICAL TREATMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

On February 21, 2018 the Board approved a construction contract with George Family Enterprises, Inc. for the Building 1200 Recording and Control Room Acoustical Treatment Project. This project is now complete and Board approval is requested for deductive Change Order #1 in the amount of (\$4,143) 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: Provide infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$4,143) 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
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

June 8, 2018

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 (DEDUCTIVE) TO GEORGE
FAMILY ENTERPRISES, INC. FOR THE BUILDING 1200
RECORDING AND CONTROL ROOM ACOUSTICAL
TREATMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 45,567.00
Prior Change Orders	\$ 0.00
Change Order #1	<u>\$ (4,143.00)</u>
New Contract Amount	\$ 41,424.00

The Board is asked to approve deductive Change Order #1 George Family Enterprises Inc. in the amount of (\$4,143).

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



EXHIBIT A

Change Order

Solano Community College District

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

Change Order # 1
 Project No.: 18-009
 Date: 6/20/2018

DSA File No. : N/A
 DSA Number: N/A

Project: Building 1200 Recording and Control Room
 Acoustical Treatment Project
 4000 Suisun Valley Road
 Fairfield CA 94534

To: George Family Enterprises, Inc.
 32 Leveroni Court, Suite 101
 Novato, CA 94949

The Contract is Changed as Follows:

CPE #	Description	Amount	Days Added
01	Credit back for unused Owner Allowance	\$ (4,143.00)	0
TOTAL COST OF CHANGE ORDER		\$ (4,143.00)	

Original Contract Sum:	\$	45,567.00
Total change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	45,567.00
Original Contract Sum will be Increased by This Change Order:	\$	(4,143.00)
The New Contract Sum Including This Change Order Will Be:	\$	41,424.00

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: _____
 Debi George
 George Family Enterprises, Inc.

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: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE BUILDING 1200 RECORDING AND CONTROL ROOM ACOUSTIC TREATMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1200 Recording and Control Room Acoustic Treatment Project Notice of Completion. On February 21, 2018, George Family Enterprises, Inc. was awarded a contract for the Building 1200 Recording and Control Room Acoustic Treatment Project. The scope of work included installation of acoustical treatments in a recording room and control room in Building 1200 on the District’s 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		Dr. Celia Esposito-Noy Superintendent-President	
PRESENTER’S NAME 4000 Suisun Valley Road Fairfield, CA 94534		June 20, 2018	
ADDRESS (707) 863-7855		DATE APPROVED BY	
TELEPHONE NUMBER Robert V. Diamond Vice President, Finance & Administration		SUPERINTENDENT-PRESIDENT	
VICE PRESIDENT APPROVAL June 6, 2018			
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: 6/20/2018
 7. The Project Name is: Building 1200 Recording and Control Room Acoustic Treatment Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: George Family Enterprises, 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: 2/21/2018
 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: Installation of acoustical treatments for a recording and control room located in Building 1200 on the District's Fairfield campus.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("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 Fairfield, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO FIRST CARBON SOLUTIONS FOR ENVIRONMENTAL CONSULTING SERVICES FOR LIBRARY/LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On October 18, 2017, the Board approved a contract to First Carbon Solutions to provide environmental services for the Library/Learning Resource Center Project. The scope of services included preparation of California Environmental Quality Act (CEQA) required documentation for the project.

To meet subsequently identified State funding submittal deadline, it was necessary to expedite

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$3,663 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 8, 2018

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

June 20, 2018

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO FIRST CARBON SOLUTIONS FOR ENVIRONMENTAL CONSULTING SERVICES FOR LIBRARY/LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

preparation and finalization of the CEQA documentation (completion of the work approximately two months earlier than the date originally specified in the contract). The Board is asked to approve Amendment #1 for additional consultant hours to complete the work within the subsequently identified schedule constraints.

Contract Summary:

\$45,250 Original Contract Amount
\$ 0 Previously Approved Amendments
\$ 3,663 This Proposed Amendment #1
\$48,913 New Contract Amount, including Amendment #1

The Governing Board is asked to approve this Amendment #1 to First Carbon Solutions in the amount of \$3,663.

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

AMENDMENT TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 18, 2017, for services related to **Library/Learning Resource Center Project (Building 100 Replacement)** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to add additional services related to expediting the work to meet State funding Preliminary Plans submittal deadline;

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

AGREEMENT

1. Section 4 of the Agreement is amended to read in its entirety:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement in a total not to exceed **Forty Eight Thousand Nine Hundred Thirteen Dollars (\$48,913)**, which is a total of the original contract amount of Forty Five Thousand Two Hundred Fifty Dollars (\$45,250), and Amendment #1 in the amount not to exceed Three Thousand Six Hundred Sixty Three Dollars (\$3,663).
2. Exhibit "A", second bullet point is amended to read:
 - Prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of the environmental clearance by February 28, 2018.
3. Exhibit "A", Schedule Milestones of the Agreement is amended to read:
Schedule Milestones:
 - Issue Draft Report: no later than January 5, 2018
 - Issue Draft Final Report for Public Review: no later than January 31, 2018
 - Public Hearing/Board acceptance of Final report: no later than February 21, 2018
4. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
5. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

Print Name: Lucky Lofton

Print Title: Executive Bonds Manager

Dated: _____, 2018

FIRST CARBON SOLUTIONS

By: _____

Print Name: _____

Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT CHANGE ORDER #7 TO DPR
CONSTRUCTION FOR THE FAIRFIELD SCIENCE
BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #7 to the contract with DPR Construction for the Fairfield Science Building Project. On November 16, 2016 the Board approved a contract with DPR Construction for the Fairfield Science Building Project. On January 17, 2018 the Board approved Change Order #2 in the credit amount of <\$288,620> to remove the audio visual equipment from the DPR scope of work and assign it to the District IT Department. On December 6, 2017 the Board approved Change Order #3 in the amount of \$659,675 to replace the campus gas distribution lines.

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: Estimated Fiscal Impact: \$142,819.25 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
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 8, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy Ed.D.
Superintendent-President

June 8, 2018
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #7 TO DPR
CONSTRUCTION FOR THE FAIRFIELD SCIENCE
BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On March 21, the Board approved CO#4 for relocation of existing underground hydronic lines. On April 4, the Board approved CO#5 for conversion of HVAC controls to various buildings on campus from pneumatic to digital controls, and to extend the project completion date. On May 16, the Board approved a CO#6 for replacement of hydronic line shut-off valves in two buildings which were discovered to be leaking after tie-in of the new hydronic lines for the Science Building, and to add replacement of underground gas piping and meter for the Horticulture Greenhouse.

This proposed Change Order is to repair a leaking underground hydronic line near the northwest corner of Building 300 and to add a gas line to the new Library site to the gas line replacement work. This work is District requested additional scope of work to the base contract.

Following is a summary of the Contract:

\$29,200,000.00 Original Contract Amount
\$ 754,884.00 Previously Approved Net Change Orders (1-6)
\$ 142,819.25 Proposed Change Order #7
\$30,097,703.25 New Contract Amount, including this Change Order #7

The Board is asked to approve this Change Order #7 to DPR Construction in the amount of \$142,819.25, resulting in a new contract amount of \$30,097,703.25

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 # 7
 Project No.: 16-004
 Date: 06/20/18

DSA File No.: 48-C1
 DSA App. No.: 02-115585

Project: Solano Community College District
 Fairfield Science Building

To: DPR Construction
 1450 Veterans Blvd
 Redwood City, CA 94063

The Contract is Changed as Follows:

CPE No.

01 PCO # 44 Repair existing underground hydronic line NW corner of Building 300

\$105,126.46

02 PCO # 46 Install new gas line from North side of Bldg 2700 to field North of new Library

\$37,692.79

TOTAL COST OF CHANGE ORDER

ADD \$142,819.25

FINAL CHANGE ORDER AMOUNT

Deduct \$ 142,819.25

Original Contract Sum:	\$ 29,200,000.00
Total change By Previous Change Orders:	\$ 754,884.00
Contract Sum Prior to This Change Order:	\$ 29,954,884.00
Original Contract Sum will be Increased by This Change Order:	\$ 142,819.25
The New Contract Sum Including This Change Order Will Be:	\$ 30,097,703.25

Contract Time Will be Changed by This Change Order: 0 Days

Note that final completion date is April 10, 2019.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 DPR Construction

(Affix stamp here)

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: RATIFICATION OF CONTRACT CHANGE ORDER #8 TO
VACA VALLEY EXCAVATING & TRUCKING, INC. FOR
THE VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Construction for this project is in progress. On October 4, 2017 the Board approved Change Order #1 for additional work related to PGE facilities. On December 20, 2017 the Board approved Change Order #2 for a time extension due to weather conditions impacting ability to slurry coat. On February 7, 2018, the Board approved a no cost time extension Change Order #3. On March 7, the Board approved Change Order #4 for unforeseen conditions and an agency requirement. On April 4, the Board approved Change Order #5 no cost time extension for delay in City submittal approval for traffic loop detection wire, and on May 5, 2018 the Board approved Change Order #6 no cost time extension related to City approval of wire. On June 6, the Board approved Change Order #7, a no cost time extension due to further delay related to City approval for traffic loop detection wire and additional City requirements

This Change Order #8 is for additional scope that was required by the City during the preliminary punch walk, and for labor cost for removal and replacement of wire. To facilitate timely completion of this work and avoid further delay, staff authorized the contractor to proceed with this work.

Summary of Contract:

\$ 878,500.00 Original Contract Sum
\$ 36,003.98 Previous Approved Change Orders (7)
\$ 12,451.64 Proposed Change Order #8
\$ 926,955.62 New Contract Sum Including Change Order #8

The Board is asked to ratify Change Order #8 to Vaca Valley Excavating & Trucking, Inc. in the amount of \$12,451.64.

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 # 8
 Project No.: 17-007
 Date: 20-Jun-18

DSA File No.: N/A
 DSA App. No.: N/A

Project: Solano Community College District
 Vacaville Center Intersection Improvements Project

Omni-Means, Ltd.
 943 Reserve Drive, Suite 100
 Roseville, CA 95678

To: Vaca Valley Excavating & Trucking, Inc.
 2201 East Monte Vista Avenue
 Vacaville, CA 95688

The Contract is Changed as Follows:

COR No.

006 Labor and equipment to remove and install TW/THW interconnection signal wiring as directed by City of Vacaville. \$3,345.00

008 Remove and replace concrete curb and gutter per direction by City, and add curb behind sidewalk to retain landscaping. \$9,106.64

TOTAL COST OF CHANGE ORDER	ADD	\$12,451.64
	Deduct	\$0
FINAL CHANGE ORDER AMOUNT		\$12,451.64

Original Contract Sum:	\$ 878,500.00
Total change By Previous Change Orders:	\$ 36,003.98
Contract Sum Prior to This Change Order:	\$ 914,503.98
Original Contract Sum will be Increased by This Change Order:	\$12,451.64
The New Contract Sum Including This Change Order Will Be:	\$ 926,955.62
The Original Contract Completion Date:	12-Dec-18
Contract Time Will be Changed by This Change Order:	0 days
The Current Contract Completion Date is:	18-Jul-18

CONTRACTOR:

Vaca Valley Excavating & Trucking, Inc.
2201 East Monte Vista Avenue
Vacaville, CA 95688

Date: _____

(Affix stamp here)

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 #4 TO SIERRA NATIONAL
CONSTRUCTION, INC. FOR SUB-STATION #1 & #2
REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

2017, the Board approved Change Order #3 for the following work on a time and materials basis:

- Modify new substation #1 switchgear to receive existing PGE feed
- Remove existing sidewalk and extend concrete pad 2' to accommodate conduit skirt
- Abatement work due to existing asbestos-containing conduits
- Re-route existing solar conduit feed to the switchgear at substation #1
- Separate PGE and SCCD high voltage lines currently in the same vault at substation #1 (not compliant with current PGE regulations), including installation of new conduit and feeds between substation #1 and substation #2 (related to vault work and remediation of current asbestos-containing conduit)
- Modify new substation #2 switchgear to receive existing PGE feed

Actual labor required to complete the above items was in some cases higher than estimated. In addition, during construction unforeseen conditions necessitated the following work in order to complete installation of the sub-stations:

- Repair/replace existing circuit breakers at Substations #3, #4, and #5
- Installation of the battery back-up section at Substation #1
- Removal and replacement of 1" rock from Substation #1 area to allow for underground work to proceed

This work was not included in the original contract and will require a Change Order. Board approval is requested for Change Order #4 to Sierra National Construction, Inc. in the amount of \$266,602. This will require a budget augmentation; see Bond Spending Plan Update #12 on this Board agenda.

Following is a summary of the Contract amount:

\$1,079,000.00 Original Contract Sum
\$ 586,853.96 Previous Approved Change Orders (1-3)
\$ 266,602.00 This Proposed Change Order #4
\$1,932,455.96 New Contract Sum Including This Change Order

The Board is asked to approve Change Order #4 to Sierra National Construction, Inc. in the amount of \$266,602.00.

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 # 4
 Project No.: 17-002
 Date: 20-Jun-18

Project: Substation #1 & #2 Replacement Project
 Fairfield

To: Sierra National Construction, Inc
 5433 El Camino Ave. #1
 Carmichael, California 95608

The Contract is Changed as Follows:

- | | | |
|-----|---|--------------|
| 1.0 | <p>Modifications required to new switchgear at Substation #1 in order to receive existing PGE main service. Additional costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 1.0.</p> | \$25,246.27 |
| 2.0 | <p>Extension of existing concrete pad and chain link fencing at Substation #1 to accommodate a larger switchgear skirt section, as fabricated by Eaton, than that shown on the design documents. Additional costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 2.0.</p> | \$13,779.93 |
| 3.0 | <p>Re-routing of existing solar conduit from solar gear to new switchgear at Substation #1. Additionally, the underground portion of the conduit needs to be lowered by approximately 2'0" to meet current code requirements. Additional costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 3.0.</p> | (\$2,797.76) |
| 4.0 | <p>Abatement costs due to existing conduits discovered to be asbestos-containing. Costs to include training and safety measures by electrical contractor and their abatement contractor during the removal and replacement of cabling in existing conduits. Additional costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 4.0.</p> | \$12,513.76 |
| 5.0 | <p>Separation of existing PG&E and SCCD main conduit feeds from shared vault at Substation #1, which does not meet current code. SCCD feed to be removed from existing vault and re-routed through a new vault and new conduit to the new switchgear. Also included are costs to replace the existing cabling which is expected to be damaged during removal, and new trenching, conduit and paving between the new vault and Substation #2 so as not to extend the campus-wide shutdown schedule any further. Additional costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 5.0.</p> | \$100,796.61 |
| 6.0 | <p>Modifications required to new switchgear at Substation #2 in order to receive existing SCCD service. Eaton to provide separation panels, cable chases, etc. to re-route cabling after entering the switchgear to its proper termination points. Additional costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 6.0.</p> | \$11,652.11 |
| 7.0 | <p>Modifications and additions to the existing grounding system due to the expansion of the existing concrete pad in three directions in order to meet code required clearances. Deductive costs represent the difference between the total cost of this item and the estimated costs included in Change Order #3, Item 7.0.</p> | (\$6,781.33) |

8.0	Costs required to service, repair and/or replace existing circuit breakers at Substations #3, #4 and #5 that were not operating properly and would not allow for installation of temporary power during the course of the campus-wide power shutdown.	\$51,361.88
9.0	Costs required for the installation of the battery back-up section at Substation #1 that was added in Change Order #1. CO #1 included only the costs to fabricate, furnish and expedite delivery for the new battery section.	\$22,249.25
10.0	Costs required for Contractor to remove 1" rock from Substation #1 area to allow for underground work to proceed. Rock previously placed during an emergency power shutdown not associated with this project.	\$2,532.30
11.0	Costs required to add slurry mix at existing solar conduits due to the conduits existing at a shallower depth than allowed (unprotected) by code.	\$2,883.98
12.0	Costs required for additional generator rentals and fuel costs made necessary by the shutdown work.	\$19,296.00
13.0	Additional crane costs due to multiple shipments required due to the addition of the battery back-up section.	\$2,710.00
14.0	Additional costs for traffic plate and temporary fencing rentals.	\$2,674.00
15.0	Additional crane costs required for the modifications to the new switchgear at both substations.	\$8,485.00

TOTAL COST OF CHANGE ORDER	ADD	\$266,602.00
	Deduct	\$0
FINAL CHANGE ORDER AMOUNT		\$266,602.00

Original Contract Sum:		\$ 1,079,000.00
Total change By Previous Change Orders:		\$ 586,853.96
Contract Sum Prior to This Change Order:		\$ 1,665,853.96
Original Contract Sum will be Increased by This Change Order:		\$ 266,602.00
The New Contract Sum Including This Change Order Will Be:		\$ 1,932,455.96
The New Contract Completion Date Will Be:		29-Jun-18
Contract Time Will be Increased by This Change Order:		91 Days
The date of substantial completion as of the of this change order is		29-Jun-18

CONTRACTOR: _____ Date: _____
Sierra National Construction, Inc
5433 El Camino Ave. #1
Carmichael, CA 95068

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: **MEASURE Q BOND SPENDING PLAN UPDATE #12**

REQUESTED ACTION:

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

SUMMARY:

The Board is requested to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP will require periodic adjustments to accommodate the changing needs of the District over time. The original document was approved on August 20, 2014. Previous updates have been approved by the Board on the following dates:

Update #1 March 4, 2015	Update #5 March 1, 2017	Update #9 January 17, 2018
Update #2 March 16, 2016	Update #6 April 19, 2017	Update #10 March 21, 2018
Update #3 October 19, 2016	Update #7 December 6, 2017	Update #11 June 6, 2018
Update #4 January 18, 2017	Update #8 December 20, 2017	

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 12, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #12

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Update #12 of the BSP includes adjustments for the following:

Substation #1 & #2 Replacement Project: This project requires budget augmentation in the amount of \$266,602 for the last Change Order which finalized costs for work authorized on a time and materials basis during construction. Substation #1 & #2 Replacement Project is a sub-project of the Utility Infrastructure Upgrade (Energy) Bond Spending Plan line item.

Biotechnology & Science Building Project: Now that all costs have been finalized for this project, a savings of \$366,565 is being returned to Program Reserve.

Adjustment	Amount	From	To
1	\$266,602	Net Interest Earned & Unallocated	Utility Infrastructure Upgrade (Energy)
2	\$366,565	Biotechnology & Science Building	Program Reserve

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #12 attached.



BOND SPENDING PLAN:	UPDATE 1	UPDATE 2	UPDATE 3	UPDATE 4	UPDATE 5	UPDATE 6	UPDATE 7	UPDATE 8	UPDATE 9	UPDATE 10	UPDATE 11	UPDATE 12	
PROJECT NAME	08/20/14 BOT APPROVED	03/04/15 APPROVED BSP	03/16/16 APPROVED BSP	10/19/16 APPROVED BSP	1/18/17 APPROVED BSP	4/19/17 APPROVED BSP	12/6/17 APPROVED BSP	12/20/17 APPROVED BSP	1/17/18 APPROVED BSP	3/21/18 APPROVED BSP	6/6/18 APPROVED BSP	6/20/18 PROPOSED REVISION	6/20/18 PROPOSED 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	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818
Performing Arts Building (Phase 1 81200 Renovation)	\$ 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	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818
Science Building (Phase I)	\$ 33,100,000	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000
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	\$ 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	\$ 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	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000
Vacaville Center HVAC Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VJ CAMPUS	\$ 80,200,000	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,866,238	\$ 82,865,838	\$ 82,865,838	\$ 82,655,838	\$ 82,265,838	\$ 82,161,953	\$ 82,161,953	\$ 82,161,953
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	\$ 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	\$ 23,800,000	\$ 23,750,961	\$ 23,750,961	\$ 23,750,961
Site Improvements	\$ 5,100,000	\$ 5,000,000	\$ 4,000,000	\$ 4,000,000	\$ 2,825,000	\$ 2,825,000	\$ 2,825,000	\$ 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	\$ 6,871,471	\$ 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	\$ 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	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000
Vallejo Center HVAC Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,175,024	\$ 2,175,024	\$ 2,175,024	\$ 2,175,024	\$ 2,175,024	\$ 2,135,178	\$ 2,135,178	\$ 2,135,178
INFRASTRUCTURE IMPROVEMENTS	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 38,000,000	\$ 38,305,000	\$ 38,305,000	\$ 38,305,000	\$ 38,305,000	\$ 38,305,000	\$ 38,571,602
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	\$ 14,200,000	\$ 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	\$ 24,105,000	\$ 24,105,000	\$ 24,105,000	\$ 24,371,602
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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 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	\$ 10,886,344	\$ 10,990,229	\$ 11,356,794	\$ 11,356,794
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	\$ 10,886,344	\$ 10,990,229	\$ 11,356,794	\$ 11,356,794
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	\$ 349,973,246	\$ 349,973,246	\$ 350,239,848	\$ 350,239,848
*Net Interest Earned & Unallocated (3/31/18)	\$ 1,142,214	\$ 42,214	\$ 365,077	\$ 487,945	\$ 34,699	\$ 20,706	\$ 349,053	\$ 44,053	\$ 44,053	\$ 44,053	\$ 888,764	\$ (266,602)	\$ 622,162

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

TO: **Members of the Governing Board**

SUBJECT: **ACADEMIC CALENDAR FOR 2019-2020**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Solano Community College Academic Calendar for 2019-2020. This calendar has been recommended by the Academic Calendar Advisory Committee and has received the endorsement of the Solano Community College Faculty Association in accordance with the collective bargaining agreement.

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: 6500</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Solano Community College District 2019-20 Academic Calendar

SUMMER 2019

JUNE 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2019						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FALL 2019

AUGUST 2019						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	26	27	28	29	30	31

DECEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SPRING 2020

JANUARY 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

LEGEND

SUMMER 2019	
June 3 – August 1	
Six-week Session --	June 10 – July 18
Eight-week Session --	June 10 – August 1
Nine-week Classes --	June 3 – August 1
FALL 2019	
August 12 – December 15	
Eight-week Session I --	August 12 – October 7
Eight-week Session II --	October 9 – December 8
Flex Day (Optional)	August 8, October 8
Flex Day (Required)	August 9
Finals Week	December 9-15
SPRING 2020	
January 13 – May 21	
Eight-week Session I --	January 13 – March 13
Eight-week Session II --	March 14 – May 14
Flex Day (Optional)	January 9, February 13
Flex Day (Required)	January 10
Flex Days (Optional)	March 10
Evening Class Finals Begin	May 14
Finals Week	May 15-21
Commencement	May 21, 2020
Flex Day (Optional)	
Flex Day (Required)	
No Classes	
State Mandated Holiday	
District Holiday	

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2019	15	16	16	16	16	79
Spring 2020	15	16	17	16	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2019	1	1	1	1	1	5
Spring 2020	1	1	1	1	1	5

FLEX DAYS

Fall 2019	3
Spring 2020	4
TOTAL	7

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat
Fall 2019	16
Spring 2020	16

HOLIDAYS

HOLIDAYS	State Mandated	Declared by SCCD
Independence Day	July 4 (Th)	
Labor Day	September 2 (M)	August 31 - September 1 (S-Su)
Veterans Day (observance)	November 11 (M)	
Thanksgiving Day	November 21 (Th)	November 22-24 (F-Su)
Winter Break		December 19 - January 2 (Th-W)
Martin Luther King, Jr. Day	January 20 (M)	
Lincoln Day	February 14 (F)	February 15-16 (S-Su)
Washington Day	February 17 (M)	
Spring Break		April 6 (M) - 12 (Su)
Memorial Day	May 25 (M)	

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

TO: Members of the Governing Board

**SUBJECT: FIRST AMENDMENT TO STANDARD PERFORMANCE
 CONTRACT BETWEEN COUNTY OF SOLANO AND
 SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the First Amendment to the County of Solano Standard Performance Contract. Solano Community College and the County of Solano entered into the Performance Contract on June 1, 2017, in which the County agreed to provide Public Health Nursing Staff for the administration and operation of the Student Health Center for the College. The First Amendment represents an increase of \$277,207.70 and a one-year extension of the Performance Contract.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$277,207.70
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
 Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**FIRST AMENDMENT TO STANDARD PERFORMANCE CONTRACT
BETWEEN COUNTY OF SOLANO AND SOLANO COMMUNITY COLLEGE**

This First Amendment is made on May 23, 2018, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Solano Community College ("Customer").

1. Recitals

- A. The parties entered into a contract dated June 1, 2017 (the "Performance Contract"), in which <sup>4/14/18
ans</sup> ~~County~~ ~~Customer~~ agreed to provide Public Health Nursing Staff for the operation of the Student Health Center and providing health outreach activities for student attending the college.
- B. The County now needs to modify the Scope of Work, Budget and extend the term of the Performance Contract.
- C. This First Amendment represents an increase of \$277,207.70 and a one-year extension of the Performance Contract.
- D. The parties agree to amend the Performance Contract as set forth below.

2. Agreement

A. Term of Performance Contract

Section 2 is deleted in its entirety and replaced with: "The term of this Performance Contract is June 1, 2017 to May 31, 2019."

B. Amount of Performance Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Performance Contract is \$515,950.70."

C. Scope of Work

Exhibit A is amended in part delete the minimum number of operations hours in Section 1.D.

D. Budget

Exhibit B is amended in part to add the Budget attached to and incorporated by this reference as Exhibit B-1 for Summer 2018, Fall 2018 and Spring 2019 semesters.

3. Effectiveness of Performance Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Performance Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

CUSTOMER

By Gerald Huber  05/25/2018
05:32 PM EDT
Gerald R. Huber, Director
Health and Social Services Department

By Gregory Brown  05/24/2018
03:52 PM EDT
Gregory Brown, VP of Student Services

APPROVED AS TO FORM

By Bernadette Curry  05/24/2018
04:46 PM EDT
County Counsel

**Exhibit B-1
Solano County – Public Health Nursing
Solano Community College
Student Health Services FY 2018/19
Fall 2018 and Spring 2019 Semester Budgets**

	<u># of Hrs.</u>	<u>Total Productive Expense (\$80.95/hour includes Salary, Benefits, and Overhead)</u>
Health Assistant	1,440	116,568.00
Public Health Nurse Senior	144	11,656.80
Public Health Nurse	1,440	116,568.00
Total Hrs. / school year	3,024	
Total Productive Salaries		\$244,792.80
Services and Supplies:		
2151 Drugs and Pharmaceuticals	2,575.00	
2153 Medical/Dental Supplies	3,875.00	
2355 Mileage	880.00	
Total Services and Supplies		\$7,330.00
Total Budget		\$252,122.80

Adjustments may be made between budget line items above provided that any adjustment does not result in an increase to the Total Budget.

Exhibit B-1
Solano County – Public Health Nursing
Solano Community College
Student Health Services FY 2018/19
Summer 2018 Budget

	<u># of Hrs.</u>	<u>Total Productive Expense (\$80.95/hour includes Salary, Benefits, and Overhead)</u>
Health Assistant	144	11,656.80
Public Health Nurse Senior	14	1,133.30
Public Health Nurse	144	11,656.80
Hrs / Summer year	302	
Total Productive Salaries		\$24,446.90
Services and Supplies:		
2151 Drugs and Pharmaceuticals	168	
2153 Medical/Dental Supplies	255	
2355 Mileage	215	
Total Services and Supplies		\$638.00
Total Budget		\$25,084.90

Adjustments may be made between budget line items above provided that any adjustment does not result in an increase to the Total Budget.

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

TO: **Members of the Governing Board**

SUBJECT: **GENERAL SERVICE AGREEMENT BETWEEN
GRADGURU AND SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the General Service Agreement between GradGuru and Solano Community College. GradGuru is a mobile platform that will increase student success at Solano Community College by delivering free nudge notifications via smartphone to remind students about important upcoming dates and events, including academic deadlines, financial aid actions, college transfer required steps, and ways to get connected on campus.

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>	\$20,498.00
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ 21st _____ day of June, 2018

BETWEEN:

CLIENT

Solano Community College
4000 Suisun Valley Rd, Fairfield, CA 94534

CONTRACTOR

GradGears (dba GradGuru)
1188 Arch Street, Berkeley CA 94708

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - To deploy and manage GradGuru across Solano Community College with the Unlimited Package
 - Student-Facing Functionality
Pre-loaded academic, state and federal financial aid and transfer calendars relevant to each of the college's campuses

 - Library of 150 pre-loaded (and referenced) evidence-based tips that have been vetted and refined based on our 1st year of data

 - Ability to earn an unlimited number of college- and cohort-specific milestones

 - Administrator Functionality
Unlimited number of admin users with access to GradGuru messaging and data console

Ability to create, customize and publish unlimited campus/location-specific notifications to prospective, new and returning students.

Ability to create and message to an unlimited number of custom student cohorts

Ability to customize an unlimited number of milestones, and set up non-SIS verification

Onboarding & Custom Content Creation & Deployment Service

We manage and support your custom content creation process all year round with unlimited customer service.

One Kick Off Design and Communications Strategy session where our team maps out your year's messaging with key stakeholders. We format it, you approve, and then we publish it.

A GradGuru Deployment Kit that we customize and co-brand for you to help you market the app to your students. This kit includes specific tactics you can use, tabling kit, printer-ready offline collateral, digital assets and links.

Reporting & Analytics

Weekly reports during first deployment phase

Monthly reports thereafter

Student User Satisfaction Survey

Year In Review Annual Report

Optional participation in partner-wide evaluation study with Dr. Rachel Baker

Access to any third-party evaluation we conduct to assess impact on retention, persistence, and success.

GradGuru provides unlimited customer service support..

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2019, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Contractor will charge the Client for the Services at the rate of \$20,498.00 per year (the "Compensation").
7. The Client will be invoiced upon signing of contract
8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
9. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

PENALTIES FOR LATE PAYMENT

10. Any late payments will trigger a fee of 2.00% per month on the amount still owing.

TRADE SECRETS

11. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

15. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing,

pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Solano Community College: VP Student Services Gregory Brown (gregory.brown@solano.edu)
4000 Suisun Valley Rd, Fairfield, CA 94534
- b. GradGears (dba GradGuru): CEO Catalina Ruiz-Healy (catalina@gradguru.org)
1188 Arch Street, Berkeley CA 94708

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

19. Indemnification & Insurance.

Provider agrees to defend, hold harmless and indemnify the District (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. Provider shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;

(3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Provider shall furnish the District with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Provider shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce Provider's liabilities or obligations under the indemnification provisions of this Agreement.

MODIFICATION OF AGREEMENT

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this
_____20th_____ day of June, 2018.

Solano Community College

Per:_____ (Seal)

GradGears (dba GradGuru)

Per:_____ (Seal)

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

TO: **Members of the Governing Board**

SUBJECT: **SARS ANYWHERE ADD-ON INTERFACE WITH ONE
PRO ZOOM SOFTWARE LICENSE AND SUPPORT
AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the SARS Anywhere Add-on Interface with One Pro Zoom Software License and Support Agreement. Solano Community College and SARS Software Products entered into the SARS Connect License and Support Agreements on January 20, 2011, in which SARS Software Products agreed to provide one set of the software, in addition to all updates and new releases of the software for real-time data integration between Banner and SARS Software Products that the District uses for Counseling and other student services. SARS Anywhere Add-on Interface with One Pro Zoom Software is a supplemental agreement to the SARS Connect License and Support Agreements.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$3,200.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

June 8, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

//
//
//

Agreed and Accepted:
SSP
SARS Software Products, Inc.



(Signature)

Scott A. Claypool

(Printed/Typed Name)

Chief Technology Officer

(Title)

5-11-2018

(Date)

Agreed and Accepted:
Customer
Solano Community College

(Signature)

(Printed/Typed Name)

(Title)

(Date)

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

TO: Members of the Governing Board

**SUBJECT: COLLEGENET MASTER SERVICES AGREEMENT AND
 SERVICE SELECTION ADDENDUM FOR STANDOUT
 SYSTEM**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the CollegeNet Master Services Agreement and Service Selection Addendum for CollegeNet’s StandOut System. The StandOut System provided by CollegeNet will connect Solano Community College students directly to employers through the latest video and supercomputer technology. CollegeNet will not charge the District or any job seeker a fee to access the StandOut System. Instead, CollegeNet will remit to the District \$250-\$750 of the hiring fee that CollegeNet collected from the Employer.

STUDENT SUCCESS IMPACT:

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

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

Gregory S. Brown
 Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services
VICE PRESIDENT APPROVAL

June 8, 2018
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

June 20, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



Master Services Agreement

Solano Community College ("Customer") agrees to subscribe to certain services provided by CollegeneNET, Inc. ("CollegeneNET"), a Delaware corporation, subject to the terms and conditions of this Master Services Agreement ("Agreement"). This Agreement is effective July 1, 2018 ("Effective Date").

1. **Service Selection.** The term "Service" means the Services selected from time to time by Customer and the software licensed by CollegeneNET to Customer. To select a Service, Customer and CollegeneNET will execute a Service Selection Addendum. Each Service Selection Addendum will define the particulars of the Service to be provided by CollegeneNET under such Addendum, including the duration of Customer's right to access the Service. As soon as commercially practical after execution of the Service Selection Addendum, or at a time otherwise agreed by the parties, CollegeneNET shall configure and set up the Service on CollegeneNET's servers for use by Customer. Customer and CollegeneNET may from time to time designate additional Services under this Agreement by executing one or more additional Service Selection Addenda.
2. **Fees and Payment.** In consideration for the Services provided by CollegeneNET, Customer agrees to pay CollegeneNET the fees set forth in the applicable Service Selection Addendum. Fees are net of taxes and any charges imposed on CollegeneNET as a result of Customer's payment process. If Customer is located outside of the United States, CollegeneNET reserves the right to require payment of fees by wire transfer or letter of credit drawn on a United States-based bank or other bank approved by CollegeneNET. If payment terms are not specified in the applicable Service Selection Addendum, payment is due within thirty (30) days of the date of invoice. Any past due invoices will be subject to the imposition of interest charges in the amount of one and one-half percent (1.5%) per month or the applicable legal rate currently in effect, whichever is lower.
3. **License and Restrictions on Use.**
 - 3.1. Conditioned upon Customer's timely payment of all applicable fees, CollegeneNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the selected Services in accordance with this Agreement, the applicable Service Selection Addendum, and any applicable CollegeneNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Services for any purpose, except to the extent such activity is expressly permitted by applicable law.
 - 3.2. The Services are not designed or intended for use in any situation where failure or fault of any kind of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Customer will not use the Services in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
4. **Documentation.** Conditioned upon Customer's timely payment of all applicable fees, CollegeneNET grants to Customer a nonexclusive, nontransferable, limited right to use the documentation for the Services selected by Customer. After Customer returns a signed Service Selection Addendum to CollegeneNET, CollegeneNET will provide Customer with instructions on how to access the documentation for the selected Service from a secure



portion of CollegeNET's website, www.corp.collegenet.com. All documentation on CollegeNET's website is CollegeNET Confidential Information (defined below).

5. **Training, Support, and Consulting Services.** Training, support, and consulting services for a particular Service selected by Customer may be available from CollegeNET. Such services may be specified in the applicable Service Selection Addendum or separately contracted for.
6. **Migratory Software.** If at any time CollegeNET offers to Customer a new software product ("Migratory Software") that provides at least substantially similar functionality to any software licensed by CollegeNET to Customer ("Licensed Software") and notifies Customer that the Migratory Software replaces certain Licensed Software, then CollegeNET's obligations to provide service, support, maintenance, and enhancements for the Licensed Software replaced by the Migratory Software will terminate automatically one (1) year after CollegeNET offers the Migratory Software to Customer.

7. **Term and Termination.**

- 7.1. **Term.** This Agreement commences on the Effective Date specified above and will remain in effect until terminated in accordance with its terms. The term of a Service Selection Addendum will be specified in such Addendum.
- 7.2. **Termination.** Either party may terminate this Agreement by providing ninety (90) days written notice to the other party. If either party defaults on any of its obligations under this Agreement (excluding payment obligations which are covered below), and the default continues for thirty (30) days after the non-defaulting party provides written notice thereof, then the non-defaulting party may, at its option, terminate this Agreement upon written notice.
- 7.3. **Termination of Service Selection Addendum.** A Service Selection Addendum may be terminated in accordance with its terms. If Customer selects more than one Service from CollegeNET, termination of one Service Selection Addendum does not automatically terminate any other Service Selection Addenda or this Agreement. Termination of this Agreement automatically terminates any and all Service Selection Addenda.
- 7.4. **CollegeNET's Additional Termination Rights.**
 - 7.4.1. Upon notice, CollegeNET may immediately suspend or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if: (a) Customer's use of the Services is subject to an order from a court or governmental entity stating that Customer's use of the Services must cease; or (b) in CollegeNET's reasonable judgment Customer presents a security risk to CollegeNET. To the extent possible, CollegeNET will notify Customer of the circumstances regarding the security risk or the terms of the order from the court or governmental entity, as applicable.
 - 7.4.2. Upon seven (7) days notice and a failure by Customer to cure, CollegeNET may modify, suspend, or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if, in CollegeNET's sole judgment, Customer's use of the Services: (a) violates any laws or governmental regulations, including, without limitation, child pornography, obscenity, data privacy, data transfer, or telecommunications laws; (b) may violate any intellectual property rights of CollegeNET or a third party; (c) may violate applicable export control



regulations; or (d) violates any applicable CollegeNET policies regarding use of the Services.

7.4.3. If Customer defaults in the payment of any sum of money due under this Agreement, and the default continues for twenty (20) days after CollegeNET provides written notice thereof, then CollegeNET may, at its option and upon written notice, terminate this Agreement and cease to perform all Services provided hereunder. At CollegeNET's sole option, CollegeNET may terminate only specified Service Selection Addenda and cease to perform all Services under such Addenda. Customer agrees to reimburse CollegeNET for all reasonable expenses CollegeNET may incur in connection with taking the foregoing action, including reasonable attorneys' fees. The remedy contained in this section is in addition to any other rights and remedies available to CollegeNET under this Agreement, by operation of law, or otherwise.

7.5. **Termination Remedies.** The right to terminate this Agreement in the event of default is in addition to any other rights and remedies available to the terminating party under this Agreement, by operation of law, or otherwise.

7.6. **Survival.** Sections 7.5 (Termination Remedies), 7.6 (Survival), 9 (Confidentiality), 10 (Property Ownership), 12.3 (Disclaimer of Warranties), 13 (Intellectual Property Infringement), 14 (Limitation of Liability), 16 (Data), 17 (Taxes), 18 (Export Restrictions), and 20 (General) will survive termination of this Agreement. Payment obligations that arose prior to the date of termination will survive termination of the Agreement.

8. **Customer's Responsibilities.** Customer agrees it is solely responsible for and assumes all liability relating to the following:

- 8.1. Decisions about its own computer and communications systems needed to access the Services;
- 8.2. All content and data provided to CollegeNET by or through Customer for use with the Services; Customer shall retain backup copies of all such data and content initially provided to CollegeNET until implementation or set up of the Services is complete;
- 8.3. Ensuring that any database underlying the Services is populated by Customer;
- 8.4. Creating and maintaining password security for its personnel who are permitted to use the Services;
- 8.5. Imposing usage restrictions on its personnel who are permitted to use the Services to ensure that their use will not violate this Agreement or any applicable laws or governmental regulations, infringe the rights of others, violate CollegeNET's usage policies, or interfere with CollegeNET's network or other networks; and
- 8.6. All results obtained from using the Services.

9. **Confidentiality.**

9.1. **Confidential Information.** "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party")

or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. Confidential Information shall not include any information that: (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (b) was known by Receiving Party prior to Disclosing Party's disclosure of such information; (c) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (d) is independently developed by Receiving Party without reference to Confidential Information. CollegenET hereby designates the Services and all documentation as Confidential Information under this Agreement.

9.2. Obligations Regarding Confidential Information. Receiving Party shall: (a) refrain from disclosing any Confidential Information of the Disclosing Party to third parties; (b) take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party; (c) refrain from disclosing, reproducing, summarizing, and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and (d) refrain from reverse engineering, decompiling, or disassembling any Confidential Information disclosed by Disclosing Party under this Agreement.

9.3. Permitted Use of Confidential Information. Receiving Party may use Confidential Information only to accomplish the purposes of this Agreement. Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis, provided that such employees and consultants agree to maintain the confidentiality of the Confidential Information. Customer agrees that CollegenET may disclose Customer's name and address to CollegenET's suppliers as necessary to comply with its contractual obligations.

9.4. Ownership of Confidential Information. All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein.

9.5. Disclosure Required by Law. Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving Party either: (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent; or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

9.6. Remedies. Receiving Party will notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may



be deemed proper by a court of competent jurisdiction.

10. **Property Ownership.**

10.1. **Ownership by CollegeNET.** All right, title, and interest in and to the Services (and the constituent elements thereof), including all: (a) registered and unregistered trademarks, service marks, and logos; (b) patents, patent applications, and patentable ideas, inventions, and/or improvements; (c) trade secrets, proprietary information, and know-how; (d) divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (f) other intellectual property, proprietary rights, or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of CollegeNET's Services, including documentation, ("CollegeNET Intellectual Property Rights") are owned by CollegeNET or its licensors. CollegeNET will retain all right, title, and interest in the hardware and software used to host the Services, including all related intellectual property rights. Customer agrees to make no claim of interest in or ownership of any such CollegeNET tangible property or CollegeNET Intellectual Property Rights. Customer acknowledges that no title to CollegeNET tangible property or CollegeNET Intellectual Property Rights is transferred to Customer, and that Customer does not obtain any rights, express or implied, in the Services, other than the rights to access and use the Services expressly granted in this Agreement.

10.2. **Derivative Works.** To the extent that Customer creates any derivative work (any work that is based upon one or more preexisting versions of a work provided to Customer, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting works may be recast, transformed, or adapted) such derivative work shall be owned by CollegeNET, and all right, title, and interest in and to each such derivative work shall automatically vest in CollegeNET. CollegeNET shall have no obligation to grant Customer any right in any such derivative work.

11. **Ownership Identification.** Customer will not remove, modify, or obscure any copyright, trademark, patent, or other proprietary rights notices that appear in CollegeNET documents and Services without CollegeNET's prior written consent. Customer may refer to its use of the Services in its own publications, provided that Customer complies with the requirements of this section, properly identifies the Services, and acknowledges CollegeNET as the provider of the Services.

12. **Warranties and Disclaimers.**

12.1. **Customer Warranties.** Customer represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. Customer represents and warrants that, to the best of its knowledge, the data Customer provides to CollegeNET is and will be accurate.

12.2. **CollegeNET Warranties.** CollegeNET represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. CollegeNET represents and warrants that it has the right to make the Services and documentation available pursuant to this Agreement.

12.3. **Disclaimer of Warranties.**

12.3.1. **By CollegeNET's Suppliers.** COLLEGENET'S SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

12.3.2. **By CollegeNET.** COLLEGENET HEREBY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. COLLEGENET DOES NOT WARRANT THAT THE SERVICES OR THE SOFTWARE UNDERLYING THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION, OR THAT THE DATA CUSTOMER STORES IN ANY SERVICE ACCOUNT WILL NOT BE LOST OR DAMAGED. THE SERVICES ARE PROVIDED BY COLLEGENET ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK.

13. Intellectual Property Infringement.

13.1. CollegeNET will defend or settle, at its option and expense, any action brought against Customer alleging that the Service infringes a United States patent or copyright or misappropriates a United States trade secret. CollegeNET will pay any costs and damages finally awarded against Customer that are attributable to the infringement action. Customer understands and agrees that as conditions of CollegeNET's obligations under this section Customer must: (a) notify CollegeNET promptly in writing of the action; (b) provide CollegeNET all reasonable information and assistance to defend or settle the action; and (c) grant CollegeNET sole authority and control of the defense or settlement of the action. Customer may participate in the defense or settlement of the action at its own expense.

13.2. If an infringement claim is made, CollegeNET may, at its option and expense: (a) replace or modify the Service so that it becomes noninfringing; (b) procure for Customer the right to continue using the Service; or (c) terminate the applicable Service Selection Addendum and refund any set up fee paid for the infringing Service.

13.3. CollegeNET has no liability to Customer to the extent infringement is caused by Customer and/or based upon: (a) materials or data provided by Customer; (b) modification of the Service by Customer or its users; (c) use of the Service as part of an infringing process; (d) a product or service made, sold, or provided by Customer; or (e) infringement by Customer that is deemed willful. In the case of (e), Customer shall reimburse CollegeNET for its attorney's fees and other costs related to the action upon a final judgment.

13.4. THIS SECTION IS SUBJECT TO THE LIMITATION OF LIABILITY SECTION



CONTAINED IN THIS AGREEMENT AND STATES THE ENTIRE LIABILITY OF COLLEGENET AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY SERVICES PROVIDED BY COLLEGENET UNDER THIS AGREEMENT.

14. **Limitation of Liability.** EXCEPT WHERE THIS EXCLUSION OR LIMITATION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL COLLEGENET OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLLEGENET'S SUPPLIERS HAVE ANY LIABILITY FOR DAMAGES ARISING FROM THE SERVICES. IN NO EVENT SHALL COLLEGENET'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
15. **Force Majeure.** Except for nonpayment of money due under this Agreement, neither party will be liable in damages or have the right to terminate this Agreement for any failure or delay in performing hereunder if such failure or delay is caused by conditions beyond its reasonable control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, natural disasters, failure by third party service providers (such as telecommunications companies), and/or any other cause beyond the reasonable control of the party whose performance is affected. The duration of any duties to be performed under this Agreement will be extended by the duration of such causes or conditions.
16. **Data.** Customer will provide the initial data required for any Service at a time, in a form, and on such media that the parties find mutually acceptable. CollegeNET will use appropriate administrative, technical, and physical security measures to safeguard the data provided by Customer and its users, and CollegeNET will not rent or sell personally identifiable data to third parties. CollegeNET may disclose personally identifiable data to third parties when CollegeNET reasonably believes it is necessary to do so in order to prevent abuse, fraud, or unlawful use of CollegeNET's Services, to protect CollegeNET's rights, safety, or property, or to protect the rights, safety, or property of CollegeNET's clients or other end users; or when CollegeNET reasonably believes doing so is necessary to comply with the law. CollegeNET may also disclose personally identifiable data to third party vendors and service providers who assist CollegeNET in performing internal functions necessary to operate CollegeNET's business (such as analyzing data, processing electronic payments, and fulfilling or delivering orders or other materials), provided that CollegeNET remains responsible for the security of the personally identifiable data disclosed to such third party vendors and service providers. In the event of a data security breach involving Customer's data, CollegeNET will notify Customer within one (1) business day after discovery of the breach, and CollegeNET will coordinate with Customer in responding to the breach. Customer is responsible for its users' use of data obtained from the Services provided by CollegeNET under this Agreement.
17. **Taxes.** Customer is responsible for payment to the proper authority of any applicable sales, use, or other tax owed by Customer for the Services provided under this Agreement. CollegeNET may request that Customer provide CollegeNET with proof of payment of any applicable taxes or proof of tax exempt status, and Customer agrees to provide such proof within thirty (30) days of receiving any such request. Customer will indemnify, defend, and hold harmless CollegeNET from and against all claims arising out



of or resulting from Customer's failure or alleged failure to pay taxes due.

18. **Export Restrictions.** Customer agrees that it will comply with all applicable international and U.S. laws, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments:

19. **Replication of Agreement.** If Customer is a public college or university in the United States, Customer and CollegeNET agree that this Agreement, not including any Addenda, may be replicated so that other public colleges and universities located in the same state as Customer may contract with CollegeNET on the same terms and conditions as those contained in this Agreement. Any such replication or "piggybacking" requires the prior written consent of CollegeNET. Both CollegeNET and the public college or university desiring to replicate the Agreement must sign a Replication Agreement and a Service Selection Addendum for the Services to be provided to the public college or university under the replicated Master Services Agreement.

20. **General.**

20.1. **Entire Agreement.** Any prior or contemporaneous agreements, contracts, promises, or representations between the parties or their representatives concerning the subject matter of this Agreement are merged into this Agreement and associated Service Selection Addenda, which, along with any other Addenda that specifically reference this Agreement, constitute the entire understanding between the parties concerning the subject matter of this Agreement.

20.2. **Order of Precedence.** In the event of a conflict between this Agreement and an Addendum to this Agreement, the terms and conditions of the Addendum will control for the subject matter of such Addendum.

20.3. **Modification of Agreement.** No modification of this Agreement will be valid unless in writing and signed by the parties or their authorized representatives:

20.4. **Waiver.** No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party making the waiver. A waiver of one provision does not operate as a future waiver of that or any other provision of this Agreement.

20.5. **Governing Law.** This Agreement is governed by the laws of the United States of America and the laws of the State of Oregon, without regard to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

20.6. **Severability.** If any provision of this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability; and the other provisions of this Agreement will remain unaffected.

20.7. **Headings.** The headings in this Agreement are inserted for convenience only and are not intended to have any legal effect.

20.8. **Notices.** Except as otherwise provided herein, all notices under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested; or by Federal Express or equivalent recognized courier, signature required. Notices shall be sent to the receiving party's address listed below, or to such other address of which the receiving party has notified the sending party in the manner provided in this section.



- 20.9. **Assignment.** Customer may not assign or otherwise transfer in whole or in part or in any manner any rights, obligations, or any interest in or under this Agreement without CollegeNET's prior written consent, and any attempted assignment without such consent will be void. A merger or acquisition by a third party will be treated as an assignment.
- 20.10. **Customers Outside The United States.** If Customer is located outside the United States and its possessions, this Agreement is subject to the approval of the President of CollegeNET or his or her designee at CollegeNET's headquarters in Portland, Oregon, USA.
- 20.11. **U.S. Government End Users.** The software underlying the Services is a "commercial item", as that term is defined in 48 C.F.R. 2.101 (Oct. 2010), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Oct. 2002). Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4 (Oct. 2002), all U.S. Government End Users acquire the right to use the software underlying the Services with only those rights set forth herein.
- 20.12. **Authority to Contract.** Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.

805 SW Broadway, Suite 1600
Portland, Oregon 97205
USA

Customer

Address: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

By: _____

Name: _____

Title: _____

By: Gregory S. Brown

Name: Gregory S. Brown

Title: Vice President of Student Services



Service Selection Addendum For StandOut™ System

This Service Selection Addendum for CollegeNET's StandOut™ System ("StandOut Addendum") supplements the Master Services Agreement dated July 1, 2018 ("Agreement") between **Solano Community College** ("Customer") and CollegeNET, Inc. ("CollegeNET").

This StandOut Addendum is between CollegeNET and the organization of Customer identified as Solano Community College ("Subscriber") and is effective July 1, 2018 ("StandOut Addendum Effective Date").

1. **Incorporation of Terms.** This StandOut Addendum incorporates all the terms, conditions, and definitions of the Master Services Agreement between Customer and CollegeNET. Subscriber agrees that the CollegeNET, Inc. Web Site Terms and Conditions of Use available at <http://corp.collegenet.com/Terms.html> apply to Subscriber's use of the StandOut System.
2. **Term.** This StandOut Addendum commences on the StandOut Addendum Effective Date specified above and continues for one (1) year. This StandOut Addendum will automatically renew for a one (1) year period on each anniversary of the Effective Date. Either party may terminate this StandOut Addendum at any time by providing thirty (30) days written notice of termination to the other party. This StandOut Addendum will automatically terminate in the event Subscriber becomes insolvent.
3. **Definitions.**
 - 3.1. "Employer" means an organization that creates an account with CollegeNET to access the StandOut System.
 - 3.2. "Associated Employer" means an Employer that was loaded into the StandOut System by Subscriber in accordance with Section 4.1 (Hosting and Configuration) below and was not rejected by CollegeNET due to duplication.
 - 3.3. "Job Seeker" means a natural person who creates an account with CollegeNET to access the StandOut System.
 - 3.4. "Associated Job Seeker" means a Job Seeker that was loaded into the StandOut System by Subscriber in accordance with Section 4.1 (Hosting and Configuration) below and was not rejected by CollegeNET due to duplication.
 - 3.5. "Job" means a position that has an expected duration of six (6) or more months and for which monetary compensation will be paid that is posted in the StandOut System by an Employer.
 - 3.6. "Internship" means a position that has an expected duration of less than six (6) months and for which monetary compensation may or may not be paid that is posted in the StandOut System by an Employer.
 - 3.7. "StandOut System" means the CollegeNET service described in Section 4 (How the StandOut System Works) of this StandOut Addendum.



3.8. "Hiring Fee" means the fee an Employer is obligated to pay to CollegeNET for each Job Seeker the Employer hires, as specified in the agreement between CollegeNET and the Employer.

4. **How the StandOut System Works.** The StandOut System facilitates interaction between Job Seekers and Employers.

4.1. **Hosting and Configuration.** CollegeNET will host the StandOut System and configure it for Subscriber's use, including setting up an administrator account for Subscriber and loading the initial data into the StandOut System. Subscriber will: (a) periodically load into the StandOut System data about Subscriber's current students and alumni; (b) periodically load into the StandOut System data about employers that Subscriber believes are interested in possibly hiring Subscriber's current students and alumni; and (c) record videos using the StandOut System to invite current students, alumni, and employers to participate in the StandOut System. Because other CollegeNET clients participate in the StandOut System, it is possible that the names of some students, alumni, and employers loaded into the StandOut System by Subscriber will be duplicative. CollegeNET reserves the right to manage such duplicate records as it sees fit; and Subscriber understands that such duplicates may not ultimately be associated with Subscriber in the StandOut System. CollegeNET will notify Subscriber of any students, alumni, and employers that Subscriber attempts to load but are not associated with Subscriber due to duplication. All students and alumni loaded into the StandOut System by Subscriber and not rejected by CollegeNET will become "Associated Job Seekers". All employers loaded into the StandOut System by Subscriber and not rejected by CollegeNET will become "Associated Employers".

4.2. **Inviting Associated Job Seekers and Associated Employers to Participate.** Subscriber will periodically send emails to the Associated Job Seekers and the Associated Employers announcing Subscriber's participation in the StandOut System. Each such email will contain a link that permits the recipient to watch the video recorded by Subscriber inviting the recipient to participate in the StandOut System, as well as information about how to create an account to access the StandOut System. Each recipient that chooses to participate in the StandOut System must create an account with CollegeNET and enter into an online agreement with CollegeNET.

5. **Financial Considerations.**

5.1. **No Access Fee.** CollegeNET will not charge Subscriber a fee to access the StandOut System. Neither CollegeNET nor Subscriber will charge any Job Seeker a fee to access the StandOut System.

5.2. **Associated Job Seeker Success Fee.** When an Associated Job Seeker is hired by an Employer during the term of this Agreement using the StandOut System, and such Employer has paid CollegeNET the applicable Hiring Fee, then CollegeNET will be obligated to remit to Subscriber \$750 of the Hiring Fee that CollegeNET collected from such Employer, as set forth below.

5.3. **Associated Employer Success Fee.** When an Associated Employer hires a Job Seeker during the term of this Agreement using the StandOut System, and such Employer has paid CollegeNET the applicable Hiring Fee, then CollegeNET will be obligated to remit to Subscriber \$250 of the Hiring Fee that CollegeNET collected from such Employer, as set forth below.



5.4. **Remittance of Success Fees.** CollegeNET will remit to Subscriber the Associated Job Seeker Success Fees and Associated Employer Success Fees only after CollegeNET has collected the Hiring Fees from the applicable Employers. Such remittance to Subscriber, if any, will occur on a quarterly basis.

6. **Contacts.** Subscriber appoints the following business and technical contacts to coordinate communications between CollegeNET and Subscriber regarding the StandOut System:

Business Contact

Technical Contact

Name: Gregory S. Brown
 Title: VP of Student Services
 Address: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
 Phone: 707-864-7159
 Email: gregory.brown@solano.edu

Name: James Calisan
 Title: Director of Technology Services
 Address: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
 Phone: 707-864-7104
 Email: james.calisan@solano.edu

7. **Authority to Contract.** Each party warrants that the person signing below on its behalf is duly authorized to bind such party.

CollegeNET, Inc.

Subscriber

805 SW Broadway, Suite 1600
 Portland, Oregon 97205
 USA

Address: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

By: _____

By: Gregory S. Brown

Name: _____

Name: Gregory S. Brown

Title: _____

Title: VP of Student Services