

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

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

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Shannon Beckham	Controller (Classified Manager)	11/21/2018
Alysa Borelli	Dean, Enrollment Services (Classified Manager)	11/26/2018

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sandra Amundsen	Adjunct Instructor – American Sign Language (not to exceed 67%)	1/11/2019
Sean Hauschildt	Adjunct Instructor – American Sign Language (not to exceed 67%)	1/11/2019
Marisa Keane	Adjunct Instructor – American Sign Language (not to exceed 67%)	1/11/2019
Patrick Kelly	Adjunct Instructor – American Sign Language (not to exceed 67%)	1/11/2019
Jean McCollum	Adjunct Instructor – Nursing (not to exceed 67%)	1/11/2019
Erin O’Donnell	Adjunct Instructor – American Sign Language (not to exceed 67%)	1/11/2019

Mary Jones
Human Resources

November 9, 2018

Date Submitted

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

November 20, 2018

Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Lawrencia Dwumfuoh	Account Specialist I	General Fund	11/01/18-06/30/19	\$17.33 / hr.
John Enea	Journey Level Asst – Fire Academy	General Fund	01/14/19-06/30/19	\$25.00 / hr.
Victor Ferrante	Asst Coach – Baseball (Field Maintenance)	General Fund	11/08/18-05/31/19	\$16.66 / hr.
Allyn Kemp	Journey Level Asst – Fire Academy	General Fund	01/14/19-06/30/19	\$25.00 / hr.
George Malasan	Custodian	General Fund	11/22/18-06/30/19	\$13.62 / hr.
Robert Rogers	Asst Coach – Baseball (Field Maintenance)	General Fund	11/08/18-05/31/19	\$16.66 / hr.
Taryn Sigl	Asst Coach – Baseball (Field Maintenance)	General Fund	11/08/18-05/31/19	\$16.66 / hr.
Osati Tarbell Deocampo	Early Learning Center Assistant	Child Care Development Prog	11/08/18-06/30/19	\$16.56 / hr.
Philip Welanko	Box Office Clerk – Athletics	General Fund	11/22/18-06/30/2019	\$11.00 / hr.

TERMINATIONS

<u>Employee ID</u>	<u>Department</u>	<u>Effective</u>
000165901	Finance and Administration	11/01/2018

**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>
Yang Huang	Featured writer for Suisun Valley Review. Visitation and reading.	October 25, 2018	Not to exceed \$150.00
Judy Fox-Marchev	Perform services of Business and Entrepreneurship Deputy Sector Navigator for the LA Region.	November 28, 2018 – December 12, 2018	Not to exceed \$7,200.00
Indria Gillespie	Provide project coordination services for the California Community Colleges Business and Entrepreneurship Sector under the Department of Defense Office of Economic Adjustment.	November 21, 2018 – June 30, 2019 July 1, 2019 - September 30, 2019	Not to exceed \$11,000.00
Berkeley Rousseau	Music Director for My Fair Lady.	December 5, 2018 – April 11, 2019	Not to exceed \$3,000.00

Robert V. Diamond
 Vice President, Finance & Administration

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

November 8, 2018
Date Submitted

November 20, 2018
Date Approved

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Elle Snow	Presenter for Foster Kinship Care Education (FKCE) Workshops/Seminars for the fiscal year 2018-2019.	October 1, 2018 – June 30, 2019	Not to exceed \$1,600.00

**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:

10/01/18	Vendor Payments	2511089423	\$19,586.82
10/01/18	Vendor Payments	2511089424-2511089426	\$107,905.68
10/01/18	Vendor Payments	2511089427-2511089496	\$203,341.95
10/05/18	Vendor Payments	2511089497-2511089540	\$11,905.20
10/08/18	Vendor Payments	2511089541-2511089543	\$239,152.77
10/08/18	Vendor Payments	2511089544	\$353.00
10/08/18	Vendor Payments	2511089545-2511089552	\$67,821.72

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: \$5,225,675.83</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

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

November 9, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 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:

10/08/18	Vendor Payments	2511089553-2511089653	\$190,173.31
10/15/18	Vendor Payments	2511089654	\$20,852.83
10/15/18	Vendor Payments	2511089655-2511089659	\$2,298,346.99
10/16/18	Vendor Payments	2511089660-2511089746	\$224,157.16
10/19/18	Vendor Payments	2511089747-2511089771	\$19,313.90
10/22/18	Vendor Payments	2511089772-2511089773	\$80,594.69
10/22/18	Vendor Payments	2511089774-2511089779	\$464,008.81
10/22/18	Vendor Payments	2511089780-2511089831	\$207,549.20
10/23/18	Vendor Payments	2511089832-2511089885	\$152,602.34
10/29/18	Vendor Payments	2511089886	\$475.65
10/29/18	Vendor Payments	2511089887-2511089888	\$571,607.81
10/29/18	Vendor Payments	2511089889-2511089891	\$61,104.00
10/29/18	Vendor Payments	2511089892-2511090022	<u>\$284,822.00</u>
TOTAL:			\$5,225,675.83

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 18/19-09 TO ADOPT REVISED
UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING PROCEDURES**

REQUESTED ACTION:

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

SUMMARY:

The California Legislature passed the California Uniform Public Construction Cost Accounting Act (PCC Section 22020 et seq.) to promote uniformity of bidding procedures and cost accounting standards for construction projects performed and/or contracted for by public entities in the State. California Uniform Public Construction Cost Accounting Act (CUCCAC) in agreement with the State Controller’s Office (SCO) recommended an increase to the bid limit threshold prescribed in Public Contract Code (PCC) 22032, which was signed into law.

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>Gov Code: PCC Section 22020</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Victoria L. Lamica Director of Purchasing and Support Services		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-7259		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance and Administration		
VICE PRESIDENT APPROVAL		November 20, 2018
November 09, 2018		DATE APPROVED BY
DATE SUBMITTED TO		SUPERINTENDENT-PRESIDENT
SUPERINTENDENT-PRESIDENT		

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 18/19-09 TO ADOPT REVISED
UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING PROCEDURES**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Effective January 1, 2019, the noted increases pursuant to the provisions would allow projects costing up to \$200,000 to be contracted by informal bidding procedures. Through adoption by resolution by our Board, Solano Community College District may avail itself of the advantageous provisions in the Act.

The Board is asked to approve the revised Resolution No. 18/19 – 09 to adopt the Uniform Public Construction Cost Accounting Procedures new bid limit threshold.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO ADOPT THE REVISED UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT PROCEDURES**

RESOLUTION NO. 18/19-09

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the informal bid limit prescribed by Public Contract Code (PCC) 22032, will be increased to \$200,000 effective January 1, 2019; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Solano Community College District, of California hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting review procedures, as they may each from time to time be amended, and directs that the Vice President of Finance and Administration notify the State Controller forthwith of this election.

APPROVED, PASSED AND ADOPTED this 20th day of November 2018, by the Governing Board of Solano Community College District.

SARAH E. CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY



BETTY T. YEE
California State Controller

November 1, 2018

To: ALL PUBLIC AGENCIES SUBJECT TO THE TERMS OF THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

SUBJECT: Notification Letter-Assembly Bill 2249 (Chaptered 169, Statutes of 2018)

The California Uniform Construction Cost Accounting Commission (CUCCAC) in agreement with the State Controller's Office (SCO) recommended an increase to the bid limit threshold prescribed in Public Contract Code (PCC) 22032, which was signed into law. Pursuant to PCC 22020, and on behalf of the State Controller Betty T. Yee, the SCO would like to inform on the following changes effective as of **January 1, 2019**:

- a) The change would allow projects costing \$60,000 or less to be performed by employees of a public agency by force account, by negotiated contract, or by purchase order;
- b) The change would allow projects costing up to \$200,000 to be contracted by informal bidding procedures; and projects costing over \$200,000 are subject to the formal bidding process.

The noted increases are pursuant to the provisions and benefits found in the Uniform Public Construction Cost Accounting Act (Act), which provides public agencies economic benefits and greater freedom to expedite public works projects. Agencies which elect to follow the cost accounting procedures set forth by the CUCCAC in its *Cost Accounting Policies and Procedures Manual*, will benefit from these increased limits by expediting delivery of public work projects and reduced bid processing costs. A new resolution adopting the change in legislation is not required if your agency is currently subject to the Act.

We encourage participating agencies to sign up on the SCO website for CUCCAC's email subscription service to receive important information concerning CUCCAC updates and legislative changes via e-mail. For more details or to sign up for the email subscription services, please contact the Local Government Programs Services Division at LocalGovPolicy@sco.ca.gov or visit our website at https://www.sco.ca.gov/ard_cuccac.html.

Sincerely,

A handwritten signature in black ink that reads "Sandeep Singh".

Sandeep Singh
Manager, Local Government Policy

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF AWARD TO ESSEN BIOSCIENCE, A
DIVISION OF SARTORIUS CORPORATION FOR A CELL
IMAGER EQUIPMENT FOR THE VACAVILLE CENTER'S
BIOTECH PROGRAM

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Vacaville Center has a need to purchase a real-time quantitative live-cell imager which allows students to monitor, trace, collect data and compile images to create videos of cell cultures. This tool will be integrated into the current lower division biotechnology, upper division bio-manufacturing and biological sciences curriculums for teaching and training purposes as part of future introduction and advanced cell culture courses.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$130,000.00 Strong Workforce

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Victoria L. Lamica
Director of Purchasing & Support Services

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

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 09, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

November 20, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO ESSEN BIOSCIENCE, A
DIVISION OF SARTORIUS CORPORATION FOR A CELL
IMAGER EQUIPMENT FOR THE VACAVILLE CENTER'S
BIOTECH PROGRAM**

SUMMARY:

CONTINUED ON THE PREVIOUS PAGE:

Staff has conducted a market survey and determined that there is only one known source that can provide the commodity, which is unique in nature to meet these requirements. Sartorius Corporation is the leader of bio-analytic and bio-tech products. Essen BioSciences, a division of Sartorius Corporation is the exclusive authorized dealer of the IncuCyte® S3 Live-Cell Analysis System equipment. Staff has determined that it is in the best interest of the District to purchase the cell imager turn-key solution package from Essen BioScience, a division of Sartorius Corporation located in Ann Arbor, Michigan.

The Board is asked to approve an award to Essen BioScience, a division of Sartorius Corporation of Ann Arbor, Michigan in the amount including freight and taxes, not to exceed \$130,000.00.



Bio-Analytics Sales
Contact

Geoff Routh

Bio-Analytics Sales
Contact Email

geoffrey.routh@sartorius.com

300 West Morgan Road
Ann Arbor, MI 48108

Bill To Name	Solano College - Vacaville Center	Quote Number	00034610
Ship To	Vacaville, California 95688 United States	Created Date	10/30/2018
Contact Name	Michael Silva	Expiration Date	11/30/2018
Email	michael.silva@solano.edu		
Phone	707-365-3572		

Please email purchase orders to the following email addresses accompanied by your tax exemption status and certificate where applicable. Please make sure to reference the Essen quotation number on your PO. **All PO's and payments should be made out to "Essen BioScience."**

- North America & Distribution: Orders.us07@sartorius.com

Quantity	Product Code	Product Description	Unit Price	Sales Price	Total Discount	Extended Price
1.00	4492	A549 NuLight™ Green Cells - One (1) cryopreserved vial of A549 NuLight™ Green cells - Approximately 1,000,000 cells/vial	USD 6,070.00	USD 0.00	USD 6,070.00	USD 0.00
2.00	4503	IncuCyte S3 and ZOOM Software and Service Warranty: Purchased when instrument is purchased. On-site service, Includes all Parts and Labor, Annual Preventative Maintenance Upon Request. Extended service warranty for 12 months to be appended to manufacturer's warranty, Includes all base software upgrades, if applicable. Pricing reflects an 18% discount for purchasing an extended warranty with initial purchase, compared to the renewal amount for renewing prior to manufacturer's warranty end date.	USD 9,650.00	USD 4,825.00	USD 9,650.00	USD 9,650.00
1.00	4695	IncuCyte S3 HD/2CLR System Package - Onsite Installation and Training - IncuCyte S3 Controller Unit - IncuCyte S3 Gantry Unit - HD/ Dual Color filter cube - IncuCyte S3 Base Software w/ Phase Object Counting and Whole well Imaging - IncuCyte S3 Fluorescent Acquisition/Processing Software Module - S3 Calibration Tray - Includes three (3) microscope objectives: IncuCyte S3 4x, 10x and 20x - Three (3) Microplate Vessel Trays - Extended service warranty for 12 Months to be appended to manufacturer's warranty including all base software updates	USD 127,545.00	USD 116,500.00	USD 11,045.00	USD 116,500.00
10.00	4708	IncuCyte® Caspase-3/7 Red Reagent for Apoptosis: consists of 1 vial (20uL) of 0.5mM mix and read reagent in DMSO capable of performing 100-200 tests in 96-well format (Qty 10+)	USD 285.00	USD 250.00	USD 350.00	USD 2,500.00
10.00	4665	IncuCyte™ Cytotox Red Reagent: Consists of 5 vials of reagent (5 µL) of 1mM Mix-and-Read Reagent in DMSO capable of performing 100-200 tests in 96-well format. (Qty 10+)	USD 150.00	USD 135.00	USD 150.00	USD 1,350.00
		MDA-MB-231 NuLight™ Green Cells - One (1) cryopreserved vial of MDA-MB-231 NuLight™ Green	USD		USD	-13-



Bio-Analytics Sales
Contact

Geoff Routh

Bio-Analytics Sales
Contact Email

geoffrey.routh@sartorius.com

300 West Morgan Road
Ann Arbor, MI 48108

1.00	4488	cells - Approximately 1,000,000 cells/vial	6,070.00	USD 0.00	6,070.00	USD 0.00
1.00	4511	Neuro-2a NuLight™ Green Cells - One (1) cryopreserved vial of Neuro-2a NuLight™ Green cells - Approximately 2,000,000 cells/vial	USD 6,070.00	USD 0.00	USD 6,070.00	USD 0.00
1.00	SARTBUNDL1	Sartorius Cell Culture Bundle Voucher for Bio-Analytics Customers - \$5,000, valid for one-time purchase, to be redeemed for Sartorius lab water purification, liquid handling and filtration/purification products	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Description Please note, this estimate was originally created in May - with promotions and discounts available at that time. We have approval to offer these discounts and promotions* for the duration of this quote. Should the quote expire before an order is placed, the "SARTBUNDL" promotion will expire, and some of the other discounts would need to be re-negotiated.

Total Discount

USD 39,405.00

Total Price

USD 130,000.00

* For instance, the line item "SARTBUNDL" on this quote refers to a promotion offered last summer for \$5000 in Sartorius general lab equipment (such as pipettes) at no cost. We have extended this promotion for the purposes of this quote only.

Terms

Payment Terms Net 30
Shipping Terms Prepaid/Add
FOB Shipping Point

Limited Warranty overview as follows:

- **Instrumentation** - Essen warrants all Instrument and Instrument Accessories for 12 months.
- **Service** - Essen warrants all service and replacement parts to be free from defects in materials and workmanship for ninety (90) days.
- **Consumable and Reagents** - Essen warrants that consumables and reagents will be free from defects in materials and workmanship for a period of six (6) months if handled according to manufacturer's recommendations

A complete list of Terms and Conditions of Sale is available upon request.

To the extent not expressly modified in this Quote, the terms in the Terms and Conditions of Sale shall prevail.

Price does not include local import duties, taxes, or shipping.

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

TO: **Members of the Governing Board**

SUBJECT: **EQUIPMENT ORDER TO DEVELOPMENT GROUP, INC.
FOR TECHNOLOGY EQUIPMENT FOR THE FAIRFIELD
SCIENCE BUILDING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for an equipment order to Development Group, Inc. (DGI) for network switches, wireless access points and controller, and phones for the new Science Building at the Fairfield Campus.

A proposal was solicited from Development Group, Inc., District selected firm from RFQP #15-015 to be a five year business/education partner to ensure standardization of systems in the long term.

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 equipment that supports classrooms and related College facilities

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$173,627.48 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		November 20, 2018
VICE PRESIDENT APPROVAL		DATE APPROVED BY
November 9, 2018		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: EQUIPMENT ORDER TO DEVELOPMENT GROUP, INC.
FOR TECHNOLOGY EQUIPMENT FOR THE FAIRFIELD
SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Board approved the original contract with Development Group, Inc. on August 19, 2015.

Pricing for the equipment is based on CMAS Contract No. 3-17-70-2686N.

The Board is asked to approve an equipment order to Development Group, Inc. in the amount of \$173,627.48.

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

DGI Equipment Order for Fairfield Science Building Project SCCD Board Agenda November 20, 2018

Wireless Access Points and Controller:

- 17 AIR-AP3802I-B-K9 (802.11ac W2 AP w/CA; 4x4:3; Mod; Int Ant; mGig B Domain)
- 17 AIR-AP-T-TAIL-R (Ceiling Grid Clip for Aironet Aps – Recessed Mount)
- 17 AIR-AP-BRACKET-1 (802.11 AP Low Profile Mounting Bracket)
- 17 SW3802-CAPWAP-K9 (Cisco Aironet Series CAPWAP Software Image)
- 6 AIR-AP3802I-B-K9 (802.11ac W2 AP w/CA; 4x4:3; Mod; Int Ant; mGig B Domain), (CON-SNT AIRAP38E)
- 6 AIR-AP-T-TAIL-R (Ceiling Grid Clip for Aironet Aps – Recessed Mount)
- 6 AIR-AP-BRACKET-1 (802.11 AP Low Profile Mounting Bracket)
- 6 SW3802-CAPWAP-K9 (Cisco Aironet Series CAPWAP Software Image)
- 24 AIR-ANT2524DB-R (2.4 GHz 2 dBi/5 GHz 4 dBi DipoleAnt., Blk, RF-TNC)
- 1 L-LIC-CT8500-UPG (AP Upgrade License), (CON-ECMU-LICCT85)
- 23 L-LIC-CT8500-1A (1 AP Adder E-License for Cisco Wireless Controller), (CON-EDMU-LICCT8Ta)

Network Switches and Phones:

- 12 WS-C3850-48P-S (Cisco Catalyst 3850 48 Port PoE IP Base)
- 12 S3850UK9-163 (Universal)
- 12 C3850-PS-None (No Secondary Power Selected)
- 12 CAB-TA-NA (North America AC Type A Power Cable)
- 12 STACK-T1-50CM (50 CM Type 1 Stacking Cable)
- 12 CAB-SPWR-30CM (Catalyst Stack Power Cable 30 CM)
- 12 PWR-C1-715WAC (715W AC Config 1 Power Supply)
- 12 C3850 – NM-BLANK (Cisco Catalyst 3850 Network Module Blank)
- 12 C3850-DNA-OPTOUT (DNA Subscription Optout)
- 4 C3850-NM-2-10G (Cisco Catalyst 3850 2 x 10GE Network Module)
- 10 SFP-10G-LRM (10GBASE LRM SFP Module)
- 40 CP-7841-K9 (Cisco UC Phone 7841)
- 2 SMART3000RMXLN (3000VA 2880W UPS Smart LCD RM AVR 120v)
- 2 PDUMH30 (PDU Metered 120v 30A 5-15/20R L5-30P 1U)

6800 Line Card:

- 2 C6800-16P10G (Catalyst 5800 16 port 10GE with integrated DFC4)
- 2 C6800-XL-AC (Catalyst 6807-XL 3000W Power Supply)
- 2 CAB-7513AC(AC Power Cord North America (110v))

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

TO: **Members of the Governing Board**

SUBJECT: **AMENDED LOCAL AGREEMENT FOR CHILD
DEVELOPMENT SERVICES – GENERAL CHILD CARE &
DEVELOPMENT PROGRAM (CCTR)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the amended agreement with the state of California, dated July 1, 2018, designated as number CCTR - 8286, General Child Care & Development Program, Project Number 48-7055-00-8, shall be funded at a maximum reimbursable amount of \$364,651.00 in place of the original contract amount of \$310,946.00.

The contract is effective from July 1, 2018 through June 30, 2019 for 191 days of child enrollment at a daily rate not to exceed \$47.98 per child instead of the original contract amount of \$45.44 per child.

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: \$364,651.00</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

November 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

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



Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
 Budget Act

DATE: July 01, 2018
CONTRACT NUMBER: CCTR-8286
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 48-7055-00-8

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CCTR-8286 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$310,946.00 and inserting \$364,651.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.44 and inserting \$47.98 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,843.0 and inserting 7,601.0 in place thereof.

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

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

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Celia Esposito-Noy, Ed.D., Superintendent President</i>				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 53,705	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 310,946	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 364,651	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-8286

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 80,115	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,115	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 36,828	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,828	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 53,705	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 194,003	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 247,708	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	-20-

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

TO: **Members of the Governing Board**

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

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the amended agreement with state of California, dated July 1, 2018, designated as number CSPP-8607, California State Preschool Program, Project Number 48-7055-00-8, shall be funded at a maximum reimbursable amount of \$524,046.00 in place of the original contract amount of \$493,610.00.

The contract is effective from July 1, 2018 through June 30, 2019 for 191 days of child enrollment at a daily rate not to exceed \$48.28 per child in place of \$45.73 per child.

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>\$524,046.00</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Gregory S. Brown
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

November 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

F.Y. 18 - 19

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
 Budget Act

DATE: July 01, 2018
CONTRACT NUMBER: CSPP-8607
PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM
PROJECT NUMBER: 48-7055-00-8

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2018 designated as number CSPP-8607 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$493,610.00 and inserting \$524,046.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$45.73 and inserting \$48.28 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 10,794.0 and inserting 10,854.0 in place thereof.

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

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Celia Esposito-Noy, Ed.D., Superintendent Pres.</i>			
TITLE Contract Manager		ADDRESS <i>4000 Guisun Valley Rd., Fairfield, CA 94534</i>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,436	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 493,610	(OPTIONAL USE) 0656 23038-7055	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 524,046	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO. ...	B.R. NO. ...		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

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

TO: **Members of the Governing Board**

SUBJECT: **SAINT MARY’S COLLEGE OF CALIFORNIA STUDENT
PLACEMENT AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Student Placement Agreement between Saint Mary’s College of California and Solano Community College. Solano Community College agrees to provide Saint Mary’s students enrolled in teacher training, counselor, and/or psychology training curricula with hands-on experience through supervised Student Teaching, College Counseling or School Psychology in a classroom or other appropriate environment.

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> N/A
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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

November 6, 2018
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

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



SAINT MARY'S COLLEGE OF CALIFORNIA STUDENT PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and **Solano Community College** ("Institution") on this 15th day of August 2018 ("Effective Date").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school/college counseling or school psychology experience as an important element of Students' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a school/college counselor or school psychology education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching, school/college counseling or school psychology environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of **August 2018** and ending before the fifteenth day of **August 2020**.

3. Definitions

- 3.1 "*Student Teaching*" means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. "*Student teaching*" further means, as appropriate, "*School/College Counseling or School Psychology Field Experience*" which is the active participation in the duties and function of school/college counseling under the supervision and instruction of Institution's employees who hold valid credentials, authorizing them to serve as counselors in Institution classrooms and programs in which school/college counseling or school psychology field experience is provided.
- 3.2 "*Location*" means any applicable Institution site or campus when Institution is a public school/community college district with multiple locations or campuses on which Student Teaching, School/College Counseling or School Psychology will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution."

- 3.3 “*Master Teacher*” means the Institution teacher, school/college counselor or school psychologist, holding a valid credential or license, who is or will be providing supervision to Students assigned to the Location. Also referred to as “*Field Supervisor*” in the context of school/college counseling or school psychology.

4. Parameters

- 4.1 Institution and Saint Mary’s shall, from time to time, adjust the number of Students per semester that will be placed with Institution.
- 4.2 Saint Mary’s shall pay to Institution a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary’s (Attn: KSOE, unless otherwise directed) by June 1st (of the fiscal year in which the placement occurred) to be eligible for payment.

5. Obligation of Institution

- 5.1 Institution shall provide Students with hands-on experience through Student Teaching, School/College Counseling or School Psychology in a classroom or other appropriate environment.
- 5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School/College Counseling or School Psychology requirements of the Saint Mary’s program as may be necessary for the Student to earn his/her semester units.

6. Obligation of Saint Mary’s

- 6.1 Saint Mary’s may consult with the Dean at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).
- 6.2 The assignment of a Student to practice teach or practice school/college counseling or school psychology at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary’s effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.
- 6.3 In accordance with California Education Code 49406, each program candidate prior to assignment to Institution must obtain a “Certificate of Clearance”, which includes a complete Live Scan Service. Saint Mary’s will ensure that students receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance. Saint Mary’s will notify the Institution immediately when advised of subsequent arrests of students by reporting agencies or CTC.
- 6.4 In accordance with California Education Code 49406, each program candidate must undergo a tuberculosis (TB) screening by a licensed health care provider within 60 days prior to the beginning of the candidate’s assignment to the Institution to determine that he or she is free of active tuberculosis.

7. Fee Computation

Saint Mary’s will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary’s shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1st of each fiscal year**, Institution shall submit to Saint Mary’s any final invoices for payment.

8. Termination

- 8.1 This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day’s advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

8.2 Institution, for good cause, may refuse to accept for Student Teaching, Student School/College Counseling or School Psychology, any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

9. Applicable Laws, Codes and Regulations

9.1 Saint Mary's, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.

9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

10. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

11. Indemnity

11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of Saint Mary's.

11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

12. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

13. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Saint Mary's College of California
KSOE C/O Dora Scott
1928 St. Mary's Rd., PMB 4350
Moraga, CA 94575-4350
Telephone: (925) 631-4722

If to Institution: (please complete below)

Attn: Kristin Conner
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

14. Family Educational Rights and Privacy Act

All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

15. General Data Protection Regulation

The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations (“GDPR”) of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

16. Clery Act

Institution agrees that it shall provide to Saint Mary’s statistics on crimes taking place in the vicinity of Institution as required by the Clery Act. Such statistics will be made readily available to Saint Mary’s upon request.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

19. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

20. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY’S COLLEGE OF CALIFORNIA

SOLANO COMMUNITY COLLEGE

Signature: _____

Signature: _____

Susan H. Collins

Name: Celia Esposito-Noy

Vice President for Finance and Administration

Title: Superintendent-President

Date: _____

Date: 11/22/18

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

TO: **Members of the Governing Board**

SUBJECT: **CALIFORNIA COMMUNITY COLLEGES TECHNOLOGY
CENTER INSTITUTION PARTICIPATION AGREEMENT
AND EX LIBRIS SUBSCRIPTION AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the California Community Colleges Technology Center Institution Participation Agreement (IPA) and Ex Libris Subscription Agreement (Subscription Agreement). This IPA between Butte-Glenn Community College District and Solano Community College District defines the roles and responsibilities of each district as they relate to the Subscription Agreement. The Subscription Agreement will allow Solano Community College campuses to access a single cloud-based library services platform.

Copies of the agreement are available in the office of the Vice President of Student Services.

STUDENT SUCCESS IMPACT:

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

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

November 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

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