

**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

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Isabel Anderson	FYE Planning Comm	Basic Skills	06/06/19 – 06/30/19	\$64.87/hr.
Robyn Brakel	Art Lab Tech	General Fund	06/03/19 – 06/30/19	\$23.26/hr.
Erica Beam	Curriculum Development	Perkins	05/16/19 – 06/30/19	\$69.05/hr.
Erica Beam	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$69.05/hr.
Saki Cabrera	Course Design	Adult Ed Block	06/01/19 – 06/30/19	\$71.72/hr.
Kathleen Callison	Curriculum Development	Perkins	05/16/19 – 06/30/19	\$60.69/hr.
Karen Cook	Curriculum Development	Strong Workforce	06/01/19 – 06/30/19	\$69.05/hr.
Kimberly Coulter	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$69.05/hr.
Atticus Frey	FYE Planning Comm	Basic Skills	06/06/19 – 06/30/19	
Barbara Gravely	Cosmetology Lab Assistant	General Fund	06/01/19 – 06/30/19	\$24.27/hr.
Douglas Green	CNC Workshops	Strong Workforce	05/15/19 – 06/30/19	\$69.05/hr.
Amanda Greene	FYE Planning Comm	Basic Skills	06/06/19 – 06/30/19	\$64.65/hr.
Roy Hedlund	Aeronautics Lab Tech	Strong Workforce	06/03/19 – 06/28/19	\$21.31/hr.
LaNae Jaimez	Academic Senate	General Fund	06/01/19 – 06/30/19	\$71.72/hr.

Mary Jones
Human Resources

May 24, 2019

Date Submitted

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

June 5, 2019

Date Approved

Short-term/Temporary/Substitute (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Dagmar Kuta	Instr Lab Assistant	General Fund	05/20/19 – 06/30/19	\$20.41/hr.
Sidney Laws	Art Lab Tech	General Fund	05/20/19 – 06/30/19	\$23.26/hr.
Sidney Laws	Photo Services	General Fund	05/20/19 – 06/30/19	\$23.26/hr.
Ashlie Lawson	FYE Planning Comm	Basic Skills	06/06/19 – 06/30/19	\$64.65/hr.
Gema Leon	Reading/Writing Lab Technician	General	06/01/19 – 06/30/19	\$25.43/hr.
Katherine Luce	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$69.05/hr.
Rachel Purdie	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$60.69/hr.
Melissa Reeve	FYE/FT3 Coordinator	Student Equity	06/06/19 – 06/30/19	\$69.05/hr.
Michelle Smith	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$69.05/hr.
Deraan Washington	New Student Orientation FYE	Basic Skills	06/06/19 – 06/30/19	\$50.53/hr.
Deraan Washington	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$50.53/hr.
Deraan Washington	Faculty/Staff Orientation Planning	Basic Skills	06/06/19 – 06/30/19	\$50.53/hr.
Heather Watson-Perez	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$60.64/hr.
Danielle Widemann	FYE Planning Comm	Student Equity	06/06/19 – 06/30/19	\$69.05/hr.

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Juan Valenzuela	From Bookstore Operator (Range 12; Step 7) to Administrative Assistant II (Range 12; Step 7)	06/30/2019

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jenny Gonzalez	A&R Analyst	04/01/19 – 06/30/19	\$242.66/mo. \$727.98 Total
Sandra Hernandez	A&R Analyst	05/01/18 – 05/31/19	\$166.40/mo. \$2,163.20 Total

Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Falicia Scarbrough	Student Services Assistant, Financial Aid (11 months of service with SCC)	07/01/2019

EMPLOYMENT 2019-2020

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rebecca Ferrelli	Adjunct Instructor – Counseling (not to exceed 67%)	08/01/2019
Gail Ann Rulloda	Adjunct Instructor – DSP Counseling (not to exceed 67%)	08/01/2019

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Susan Beavers	A&R Analyst	07/01/19 – 12/31/19	\$218.40/mo. \$1,310.4 Total

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% Released Time</u>	<u>Dates</u>
Andrew Wesley	Assessment Coordinator	40%	07/01/19 – 06/30/20

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Isabel Anderson	FYE Planning Comm	Basic Skills	07/01/19 – 06/30/20	\$64.87/hr.
James Anderson	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Angelina Applegate	TAPS Counselor	Student Equity	07/01/19 – 06/30/20	\$54.55/hr.
Stacy Barrett	Formerly Incarcerated Student Prog Coord	Student Equity	07/01/19 – 06/30/20	\$25.00/hr.
Erica Beam	Curriculum Development	Perkins	07/01/19 – 08/11/19	\$69.05/hr.
Erica Beam				
Robyn Brakel	Art Lab Tech	General Fund	07/01/19 – 08/10/19	\$23.26/hr.
Ina Bretinger	ASTC Instructional Assistant	Basic Skills	07/01/19 – 06/30/20	\$16.56/hr.
Saki Cabrera	Course Design	Adult Ed Block Grant	07/01/19 – 08/11/19	\$71.72/hr.
Kathleen Callison	Curriculum Development	Perkins	07/01/19 – 08/11/19	\$60.69/hr.
David Campos	Counseling	SSSP	07/01/19 – 06/30/20	\$58.59/hr.

Short-term/Temporary/Substitute (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Theresa Cardenas	Counseling	SSSP	07/01/19 – 06/30/20	\$54.55/hr.
Kelvin Cheah	Counseling	SSSP	07/01/19 – 06/30/20	\$54.55/hr.
Nick Cittadino	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Karen Cook	Curriculum Development	Strong Workforce	07/01/19 – 08/11/19	\$69.05/hr.
Kimberly Coulter	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Amy Dauffenbach	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Lawrencia Dwumfoah	Academic Success Specialist	Student Equity	07/01/19 – 06/30/20	\$18.10/hr.
Marianne Flatland	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Allen Fleming	Teaching Apprentice- UMOJA	Student Equity	07/01/19 – 06/30/20	\$21.00/hr.
Atticus Frey	FYE Planning Comm	Basic Skills	07/01/19 – 06/30/20	\$66.67/hr.
Eliana Galdamez	Account Specialist I	General Fund	07/01/19 – 06/30/20	\$17.33/hr.
Eric Gentry	Formerly Incarcerated Student Prog Coord	Student Equity	07/01/19 – 06/30/20	\$25.00/hr.
Kelley Graham	Counseling	SSSP	07/01/19 – 06/30/20	\$64.87/hr.
Barbara Gravely	Cosmetology Lab Assistant	General Fund	07/01/19 – 06/30/20	\$24.27/hr.
Douglas Green	CNC Workshops	Strong Workforce	07/01/19 – 08/11/19	\$69.05/hr.
Amanda Greene	Counseling	SSSP	07/01/19 – 06/30/20	\$64.65/hr.
Mary Gumlia	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Marissa Harvey	ASL Interpreter	General Fund	07/01/19 – 06/30/20	\$12.00/hr.
Tham Hua	Research Analyst	Strong Workforce	07/01/19 – 06/30/20	\$19.75/hr.
LaNae Jaimez	Academic Senate	General Fund	07/01/19 – 08/11/19	\$71.72/hr.
Priscilla Jones- Foster	Counseling	CalWORKS	07/01/19 – 06/30/20	\$69.05/hr.
Rebecca LaCount	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Sidney Laws	Art Lab Tech	General Fund	07/01/19 – 08/10/19	\$23.26/hr.
Ashlie Lawson	Counseling	SSSP	07/01/19 – 06/30/20	\$64.65/hr.
Ashlie Lawson	FYE Planning Comm	Basic Skills	07/01/19 – 06/30/20	\$64.65/hr.
Gema Leon	Reading/Writing Lab Technician	General Fund	07/01/19 – 06/30/20	\$25.43/hr.
Tracey Littleton	Payroll Technician	General Fund	07/01/19 – 06/30/20	\$18.10/hr.
Rosa Lomeli	Counseling	SSSP	07/01/19 – 06/30/20	\$69.13/hr.
Clitdell Long	Administrative Assistant	Student Equity	07/01/19 – 06/30/20	\$18.10/hr.
Marcie McDaniels	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Michelle Mack	Counseling	SSSP	07/01/19 – 06/30/20	\$60.62/hr.

Short-term/Temporary/Substitute (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Erma Moreno	Counseling	SSSP	07/01/19 – 06/30/20	\$71.72/hr.
Nazia Mostafa	Counseling	SSSP	07/01/19 – 06/30/20	\$67.23/hr.
Aaliyah Muhaimin	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Narisa Orosco- Woolworth	Counseling	SSSP	07/07/19 – 06/30/20	\$69.05/hr.
Narisa Orosco- Woolworth	DSP Counseling	General Fund	07/01/19 – 06/30/20	\$69.05/hr.
Melissa Reeve	FYE Planning Comm	Basic Skills	07/01/19 – 06/30/20	
Ricardo Rodriguez	Account Specialist I	General Fund	07/01/19 – 06/30/20	\$17.33/hr.
Candace Roe	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Candace Roe	Counseling	General Fund	07/01/19 – 06/30/20	\$69.05/hr.
Jeffrey Sagan	ASTC Instructional Assistant	Basic Skills	07/01/19 – 06/30/20	\$16.56/hr.
Sarah Seguin	ASTC Instructional Assistant	Basic Skills	07/01/19 – 06/30/20	\$16.56/hr.
Stephanie Sherman	ASTC Instructional Assistant	Basic Skills	07/01/19 – 06/30/20	\$16.56/hr.
Kamber Sta Maria	Counseling	SSSP	07/01/19 – 06/30/20	\$69.05/hr.
Kamber Sta Maria	Counseling	EOPS	07/01/19 – 06/30/20	\$69.05/hr.
Bryan Stewart	M.E.N. Special Project	Student Equity	07/01/19 – 06/30/20	\$30.00/hr.
Dawn Trujillo	Counseling	SSSP	07/01/19 – 06/30/20	\$58.59/hr.
Dawn Trujillo	DSP Counseling	General Fund	07/01/19 – 06/30/20	\$58.59/hr.
Emily Wade	Academic Success Specialist	Student Equity	07/01/19 – 06/30/20	\$18.10/hr.
Joan Wallace	Counseling	SSSP	07/01/19 – 06/30/20	\$64.87/hr.
Brittney West	Counseling	SSSP	07/01/19 – 06/30/20	\$54.55/hr.
Esther Whamound	Counseling	SSSP	07/01/19 – 06/30/20	\$58.59/hr.
Joan Wallace	EOPS Counseling	EOPS	07/01/19 – 06/30/20	\$64.87/hr.
Deraan Washington	New Student Orientation FYE	Basic Skills	07/01/19 – 06/30/20	\$50.53/hr.
Deraan Washington	UMOJA	Student Equity	07/01/19 – 06/30/20	\$50.53/hr.
Deraan Washington	FYE Planning Comm	Student Equity	07/01/19 – 06/30/20	\$50.53/hr.
Danielle Widemann	FYE Planning Comm	Student Equity	07/01/19 – 06/30/20	\$69.05/hr.
Kristy Zierga	ASL Interpreter	General Fund	07/01/19 – 06/30/20	\$12.00/hr.

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2019-2020 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Mary Gumlia	Counselor	40% Reduction

RENEWAL OF FACULTY CONTRACTS

The following faculty have completed the first contract year and are recommended for a second contract pursuant to Education Code Section 87608.

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Debbie Dorrrough	School of Health Sciences	01/12/2018

The following faculty have completed their second year, of their second contract, and are recommended for a third contract pursuant to Education Code Section 87609.

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Brian Bower	School of Health Sciences	08/10/2017
Vahid Eskandari	School of Mathematics & Science	08/10/2017
Atticus Frey	Library Services	08/10/2017
Hui Hui (Gwen) Gallagher	School of Liberal Arts	08/10/2017
Douglas Green	School of Applied Technology & Business	08/10/2017
Katherine Luce	Library Services	08/10/2017
Andrew McGee	School of Applied Technology & Business	08/10/2017
Brian Preciado	School of Applied Technology & Business	08/10/2017
Gulnur Sanden	School of Mathematics & Science	08/10/2017
Michael Silva	School of Mathematics & Science	08/10/2017
Heather Watson-Perez	School of Liberal Arts	08/10/2017

The following faculty have completed their third year of their 3rd contract and no recommendation is necessary per Education Code Section 87609

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Sarah Barsness	School of Liberal Arts	08/11/2016
Erica Beam	School of Applied Technology & Business	08/11/2016
Priscilla Jones-Foster	School of Counseling & DSP	01/05/2016
Oanh Lam	School of Mathematics & Science	01/08/2016
James Long	School of Mathematics & Science	08/11/2016
Douglas Mungin	School of Liberal Arts	08/11/2016
Christine Sendlakowski-Mani	School of Liberal Arts	08/11/2016
Mary Valch	School of Mathematics & Science	01/08/2016
Dmitry Zhiv	School of Mathematics & Science	01/08/2016

The following faculty have completed their fourth year of their 3rd contract and are recommended for tenure.

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Joyce Averett	School of Health Sciences (Nursing)	08/13/2015
Jose Luis Cortes	School of Liberal Arts (ESL)	08/13/2015
Elizabeth Freed	School of Health Sciences (Nursing)	08/13/2015
Marivic Macalino	School of Health Sciences (Nursing)	02/19/2015
Ricky Marshall	School of Applied Technology & Business (Automotive Technology)	08/13/2015

**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>
Danilo Gramajo	Develop BioScope project for SCC as part of the SWP Regional projects in Biomanufacturing.	June 6, 2019 – June 30, 2019	Not to exceed \$2,500.00

**Finance and Administration
Robert Diamond, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Johnston Nonprofit Solutions	Fundraising, outreach, and administrative support of the SCC Educational Foundation and Alumni Association.	July 1, 2019 – June 30, 2020	Not to exceed \$76,800.00

**Student Services
Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Suzanne Chasalow	Perform with Brass Quintet at SCC Graduation.	May 23, 2019	Not to exceed \$100.00

Robert V. Diamond
 Vice President, Finance & Administration
 May 24, 2019
Date Submitted

Celia Esposito-Noy, Ed.D.
 Superintendent-President
 June 5, 2019
Date Approved

Student Services (Cont.'d)
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Elease Cheek	Panel member for Black History event.	February 19, 2019	Not to exceed \$100.00
Johnicon George	Guest speaker for Black History Month.	February 19, 2019	Not to exceed \$100.00
Jennifer Grimes	Learning disabilities assessments for students.	July 1, 2019 – June 30, 2020	Not to exceed \$34,200.00
Brian Kemble	Perform with Brass Quintet at SCC Graduation.	May 23, 2019	Not to exceed \$100.00
Jonathan Knight	Perform with Brass Quintet at SCC Graduation.	May 23, 2019	Not to exceed \$150.00
Sharon McGriff	Panel member for Black History event.	February 19, 2019	Not to exceed \$100.00
Alan Matteri	Perform with Brass Quintet at SCC Graduation.	May 23, 2019	Not to exceed \$100.00
Danette Mitchell	Guest speaker for Black History Month.	February 19, 2019	Not to exceed \$100.00
Fatena Salfiti	Dancer for Women's History Month	March 1, 2019 – March 31, 2019	Not to exceed \$300.00

Superintendent-President's Office
Celia Esposito-Noy, Superintendent-President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Association of Community College Trustees	Facilitation of governing board retreat.	June 22, 2019	Not to exceed \$6,000.00

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Bradley Baker 1280 Ericka Court Vallejo, CA 94591	1999 Saturn SL2 \$1000.00	Auto Technology

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

Government Code: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gifts

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

May 24, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE VACAVILLE CENTER ANNEX
BUILDING MONUMENT SIGN PROJECT – ARTHULIA, INC.**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vacaville Center Annex Building Monument Sign Project Notice of Completion. On March 5, 2019, a purchase order was issued to Arthulia, Inc. for the Vacaville Center Annex Building Monument Sign Project. The scope of work included all labor and materials to install four new ground mounted spotlights at the Vacaville Annex Building’s Monument Sign.

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		Celia Esposito-Noy, Ed.D. Superintendent-President	
PRESENTER’S NAME 4000 Suisun Valley Road Fairfield, CA 94534		June 5, 2019	
ADDRESS (707) 863-7855		DATE APPROVED BY	
TELEPHONE NUMBER Robert V. Diamond Vice President, Finance & Administration		SUPERINTENDENT-PRESIDENT	
VICE PRESIDENT APPROVAL June 5, 2019			
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT			

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: 6/5/19
 7. The Project Name is: Vacaville Center Annex Building Monument Sign Project
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: Arthulia, Inc.
 10. The name of the contractor's Surety Co. is: Not Applicable
 11. The date of contract between the contractor and the above owner is: March 5, 2019
 12. The street address of said property is: 2000 North Village Parkway, Vacaville, California 95688
 13. APN #: 0133-180-160
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Installation of four new ground mounted spotlights for the Vacaville Annex Building Monument Sign.

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 VACAVILLE CENTER ANNEX BUILDING MONUMENT SIGN PROJECT – ELLIS & ELLIS SIGN SYSTEMS

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vacaville Center Annex Building Monument Sign Project Notice of Completion. On March 6, 2019, the Board awarded Ellis & Ellis Sign Systems a contract for the Vacaville Center Annex Building Monument Sign Project. The scope of work included the design and installation of a new monument sign at the Vacaville Annex Building per the District Standards.

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>
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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 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

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State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
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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: 6/5/19
 7. The Project Name is: Vacaville Center Annex Building Monument Sign Project
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: Ellis & Ellis Sign Systems
 10. The name of the contractor's Surety Co. is: Not Applicable
 11. The date of contract between the contractor and the above owner is: March 6, 2019
 12. The street address of said property is: 2000 North Village Parkway, Vacaville, California 95688
 13. APN #: 0133-180-160
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Design and installation of new monument sign for the Vacaville Annex Building.

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 VACAVILLE CENTER
INTERSECTION IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vacaville Center Intersection Improvements Project Notice of Completion. On April 19, 2017, the Board awarded Vaca Valley Excavating & Trucking, Inc. a contract for the Vacaville Center Intersection Improvements Project. The scope of work included demo of existing and installation of newly configured driveway, curb, gutter, median traffic signal lights, signs, pavement striping, detector loops, and signal controls.

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"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE	
Lucky Lofton Executive Bonds Manager			
PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS (707) 863-7855	Celia Esposito-Noy, Ed.D. Superintendent-President		
TELEPHONE NUMBER Robert V. Diamond Vice President, Finance & Administration	June 5, 2019		
VICE PRESIDENT APPROVAL June 5, 2019	DATE APPROVED BY SUPERINTENDENT-PRESIDENT		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT			

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 6/5/19
 7. The Project Name is: Vacaville Center Intersection Improvements Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Vaca Valley Excavating & Trucking, Inc.
 10. The name of the contractor's Surety Co. is: InterWest Insurance Sevices LLC
 11. The date of contract between the contractor and the above owner is: April 19, 2017
 12. The street address of said property is: 2001 North Village Parkway, Vacaville, California 95688
 13. APN #: N/A Work in public right of way
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: demo of existing and installation of newly configured driveway, curb, gutter, median traffic signal lights, signs, pavement striping, detector loops, and signal controls.

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: **RESOLUTION NO. 18/19-24 DECLARING JUNE 2019 AS
LGBTQ PRIDE MONTH**

REQUESTED ACTION:

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

SUMMARY:

Resolution No. 18/19-24 declares June 2019 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) Pride Month to acknowledge that all Americans are affected as long as the promise of equality for all remains unfulfilled, to urge everyone to work together to advance the principles upon which our great Nation was founded, and that during LGBTQ Pride Month we call upon everyone in the Solano Community College District to promote equal rights for all regardless of sexual orientation or gender identity, and to eliminate prejudice everywhere it exists, and to celebrate the great diversity of the American people.

Approval is requested at this time.

STUDENT SUCCESS IMPACT:

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

<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**

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 28, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION DECLARING JUNE 2019 AS LGBTQ PRIDE MONTH

RESOLUTION NO. 18/19-24

WHEREAS, fifty years ago, in June, 1969, a riot at a Manhattan gay bar, the Stonewall Inn, in retaliation to a police raid, precipitated the modern fight for Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) rights, and

WHEREAS, because of acts of courage from those who demanded justice and from those who quietly pushed for progress, our Nation has made great strides in recognizing what these brave individuals long knew to be true in their hearts – that love is love and that no person should be judged by anything but the content of their character, and

WHEREAS, 2015’s landmark Supreme Court decision was a historic victory for LGBT Americans, guaranteeing marriage equality in all 50 States, ensuring dignity for same-sex couples and therefore all couples, and

WHEREAS, for every partnership that was not previously recognized under the law and for every American who was denied their basic civil rights, this monumental ruling instilled newfound hope, affirming the belief that we are all freer when we are all treated as equals, and

WHEREAS, despite this extraordinary progress, LGBTQ Americans still face discrimination simply for being who they are, and there remains much work to do to extend the promise of our country to every American, and

WHEREAS, in memory of the 49 victims of the 2016 Pulse Nightclub massacre in Orlando it is ever more important that we continue to push for equality, protections and acceptance of LGBTQ people everywhere, and

WHEREAS, 2019 is the 21st year of the LGBTQ Community coming together to show our pride in Solano County through service, and support that builds our community, in the organization known as Solano Pride

WHEREAS, during Lesbian, Gay, Bisexual, Transgender, Queer Pride Month, as we wave our flags of pride high and march boldly forward in parades and demonstrations, let us celebrate how far we have come and reaffirm our steadfast belief in the equal dignity of all Americans, and

WHEREAS, the Solano Community College proudly stands with the LGBTQ community, and with all communities who struggle for basic rights, for acceptance, visibility, safety, acknowledgement, and equitability, in the quest for full equality under the law.

NOW, THEREFORE, be it resolved that, we the Solano Community College District do hereby proclaim June 2018 as Lesbian, Gay, Bisexual, Transgender and Questioning/Queer Pride Month.

PASSED AND ADOPTED, This 5th day of June 2019, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG, PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Carol Smith	Bookstore Assistant 34 years, 8 months of service at SCC	06/30/2019
John Gaines	Reading/Writing lab Technician 3 years, 8 months of service at SCC	05/21/2019

STUDENT SUCCESS IMPACT:

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

<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**

Mary Jones
 Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 24, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: COMPENSATION REOPENER FOR DISTRICT AND OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39 2017-2020 COLLECTIVE BARGAINING AGREEMENT

REQUESTED ACTION:

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

SUMMARY:

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

It is recommended that the Board of Trustees accept the disclosure information and approve the Compensation Reopener with the Operating Engineers/Stationary Engineers, Local 39 for the period July 1, 2018 – June 30, 2020.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:3547</i>	<i>Board Policy:2010</i>	<i>Estimated Fiscal Impact: \$66,000 in fiscal year 2018-2019; \$139,000 in fiscal year 2019-2020; total fiscal impact - \$199,000.</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

May 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Compensation Reopener
Between Stationary Engineers Local 39
and Solano Community College

Tentative Agreement

Effective July 1, 2018 there will be a 1.5% salary increase for fiscal year 2018/2019.

Effective July 1, 2019 there will be a 1.5% salary increase for fiscal year 2019/2020.

14.3 of the MOU shall be modified to extend the implementation date of the total compensation study until January 1, 2020.

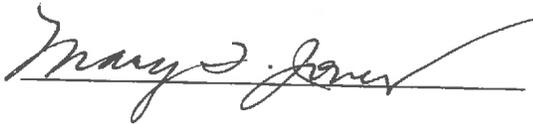
This closes negotiations for the term of the current labor agreement.

Date May 6, 2019



Charlie Solt

Local 39



Mary Jones

Solano Community College

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Biotechnology Lab Technician, Four Year Program

BASIC FUNCTION:

Under the direction of the Division Dean, support student learning in assigned science laboratories; coordinate both the AS degree level and BS degree level science equipment preparation and training; lead the work of student assistants, or temporary classified employees engaged in preparing laboratory equipment, materials and supplies; prepare and track laboratory budgets and prepare purchase requisitions; provide assistance to instructors in developing laboratory demonstrations and experiments; and work with faculty in preparing demonstrations, modifying lab activities and developing new experiments to support classroom learning.

DISTINGUISHING CHARACTERISTICS: Instructional lab technicians oversee a complex laboratory environment and must possess extensive technical and academic training and experience in assigned field. They work independently and provide assistance to students and instructors in a lab designated for a specific academic or vocational subject area. They also maintain records related to lab activities, order supplies and equipment and maintain the lab facilities and equipment in a clean and operable condition.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other related duties may be assigned.

Clean, test, calibrate, adjust, inspect and perform major maintenance on biotechnology-related equipment; request outside maintenance or repair as appropriate, develop standard operating procedures on proper use of equipment consistent with industry standards; assist students and instructors in the correct operations of the equipment.

Plan, schedule and perform work to assure timely preparation of biotechnology and biology labs for all biotechnology and biology classes as requested by the instructors; train, schedule, supervise and evaluate student workers; maintain classrooms, preparation and storage areas in a safe, clean and orderly condition.

Prepare live cultures, specimens, chemical solutions, glassware, equipment or other instructional materials for demonstration by instructors or for use by students; make-up and autoclave media and materials for biotechnology and microbiology; maintain records of materials and equipment issued or loaned to students.

Cultivate and maintain stocks of bacteria, yeast, mammalian cells, plant cells or other living materials for labs; maintain greenhouse; assure that these cultures are cared for daily, including week-ends.

Research, order, receive, catalog, store and issue living and preserved materials, chemicals and equipment; maintain inventories, including inventories of stuffed animals and insect collections, ensuring that adequate quantities are available for timely instructional use; mark

equipment with approved identification; purge inventories for disposal.

Handle, store and dispose of hazardous or contaminated materials according to legal requirements and established procedures; maintain hazardous material inventories and records as required.

Provide technical assistance to the biotechnology/biology faculty in the preparation of specifications for new or replacement equipment and material purchases; recommend selection of equipment as requested; may work with vendors to assess new equipment and supplies.

Maintain, recalibrate and repair laboratory equipment and instrumentation included in both AS degree and BS degree lab environments

Prepare and maintain budget for each biotechnology/biology class based on purchasing requirements and percentage of overall budget; monitor budget expenditures.

Prepare and maintain records and files related to purchasing, hazardous materials, equipment service and repair; procedures, inventories, legal authorizations, vender catalogs; correspondence, equipment manuals and warranties and lab equipment circulation.

Maintain department shared electronic workspace records and course-specific resources.

Make logistical arrangements for off campus events or on campus visits.

Secondary Functions:

This is a single-position classification. All duties listed are considered essential.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The biotechnology laboratory technician must be able to work a flexible schedule, including weekends.

EDUCATION AND EXPERIENCE: Graduation from an accredited four-year college or university with a Bachelor's degree in the assigned scientific discipline, and two years of experience in a scientific laboratory that provided experience in the use of equipment and instrumentation in conducting scientific experiments; or an equivalent combination of training and experience. Experience working with college-age students in an organized educational environment is desirable.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.

Ability to respond to common inquiries or complaints from students, other employees, regulatory agencies, or members of the community.

Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to speak effectively before groups of students and staff.

MATHEMATICAL SKILLS:

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY:

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.

Ability to deal with nonverbal symbolism (such as formulas or scientific equations).

Ability to learn and apply techniques of precise measurement and notation.

CERTIFICATES, LICENSES, REGISTRATION:

Completion of annual lab safety training is required for continued employment.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Subject-matter areas at the bachelor degree level in the area of assignment including, where applicable, theory, concepts, scientific fundamentals, methods and processes, tools, equipment and instrumentation used in the scientific discipline.

Formulas, equations, solutions, substances, weights and measures, reactions and symbols used in the assigned area of scientific specialty.

Methods and practices of student instruction and tutoring.

Use and operation of computers with standard business and specialized software and methods and procedures for diagnosing and resolving minor hardware and software problems in a classroom or laboratory environment.

Office practices and procedures, including recordkeeping.

ECG machines, light illuminators, blenders, mixers, vortexers, centrifuges, pH meters and

electrodes, calibrated glassware, micropipetors, pipets, and pipetors, autopipetors, electrophoresis chambers and power supplies, and deionizing water system.

Demonstrate competence in the operation, maintenance and minor repair of a variety of audio-visual and office equipment such as microcomputers, printers, filmstrip and slide projectors, cameras, video equipment, typewriters and paper cutters.

Plan and organize work.

Work independently with little direction.

PHYSICAL DEMANDS: The biotechnology laboratory technician may be required to work at several campus sites and maintain a flexible work schedule, including weekends.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to stand for long periods of time; walk and move equipment from lab to lab; sit; use hands to finger, handle, or feel objects, a keyboard or other machines, tools or controls; reach with hands and arms; climb and carry materials up ladders; speak clearly and distinctly to provide information to students and staff; and hear and understand voices over telephone and in person. Employee is required to wear respirator and other assigned safety equipment.

Employees assigned to this classification frequently must lift, carry and/or move objects weighing up to 50 pounds.

Specific vision abilities required for positions in this classification include close vision (clear vision at 20 inches or less); color vision (ability to identify and distinguish colors); and the ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is performed in an instructional lab environment. While performing the duties of this classification, the employee is exposed to hazardous chemicals, bacterial and human bodily fluid contaminated materials, ultraviolet light and airborne contaminants. The employee also is occasionally exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

Board approved: 2/06/2019

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 18/19-23 TO APPROVE CHANGE ORDER #01 TO CLEAR BLUE ENERGY CORPORATION FOR BUILDING LIGHTING UPGRADE PROJECT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #01 to Clear Blue Energy Corporation for the Building Lighting Upgrade Project in the amount of \$79,315. Because this Change Order exceeds 10% of the value of the construction contract, it is required that the Board of Trustees pass a Resolution to approve the Change Order.

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: Providing safe school facilities and classrooms.

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$49,164.13 Proposition 39 Funds \$30,150.87 Redevelopment Funds
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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) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 5, 2019

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

June 5, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 18/19-23 TO APPROVE CHANGE
ORDER #01 TO CLEAR BLUE ENERGY CORPORATION
FOR BUILDING LIGHTING UPGRADE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On February 2, 2019 the Board approved a contract award for construction services to Clear Blue Energy Corporation for lighting and lighting control upgrades for Building 1700A. Using the remaining Proposition 39 Funds available, and additional support using Redevelopment Funds, Facilities staff is requesting Board approval to upgrade the lighting and lighting control system for an additional building. This Change Order represents work requested by the District to replace the lighting fixtures and lighting control system for Building 1800A to improve energy efficiency and controllability.

This Resolution affirms that, based on project scope and schedule, it is more costly and time-consuming to bid this additional work to other contractors and it would not produce any advantage to the District.

Revised contract figures are as follows:

Contract Award Amount	\$ 228,607.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ 79,315.00
Total Change Orders	\$ 79,315.00
<hr/>	
Revised Contract Amount	\$ 307,992.00

This Change Order can be accomplished using the District's remaining Proposition 39 Funds (\$49,164.13) and Redevelopment Funds (\$30,150.87). The Board is asked to approve Resolution No. 18-19/23 Change Order #01 to Clear Blue Energy Corporation in the amount of \$79,315.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01
TO CLEAR BLUE ENERGY CORPORATION**

RESOLUTION NO. 18-19/23

WHEREAS, Solano Community College District (the “District”) previously competitively bid and awarded contract for work for the Building Lighting Upgrade Project (the “Project”) to Clear Blue Energy Corporation;

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the “Change Order”);

WHEREAS, the Change Order provides for the work set forth in Exhibit “A;”

WHEREAS, the total cost for the Change Order is \$79,315 and exceeds the limitations set forth in Public Contracts Code Section 20659;

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor;

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, “[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply.” Hiller v. City of Los Angeles, (1961) 197 Cal.App.2d 685, 694; now therefore be it

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #01
TO CLEAR BLUE ENERGY CORPORATION**

**RESOLUTION NO. 18/19-23
(Continuing Page 2)**

RESOLVED that the Governing Board of the Solano Community College District makes the following findings:

1. That the above recitals are true and correct.
2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.
3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District, on June 6, 2019.

A. MARIE YOUNG

BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.

SECRETARY



EXHIBIT A

Solano Community College District

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

Change Order # 1
 Project No.: 19-001
 Date: 6/5/2019

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

Project: Building Lighting Upgrade Project
 4000 Suisun Valley Road
 Fairfield CA 94534

Architect: CA Architects
 475 Gate Five Road, Suite 107
 Sausalito, CA 94965

To: Clear Blue Energy Corporation
 17150 Via Del Campo, Suite 203
 San Diego, CA 92127

The Contract is Changed as Follows:

PCO #	Description	Amount	Days Added
N/A	Lighting and Lighting Control System Replacement for Building 1800A	\$ 79,315.00	42
TOTAL COST OF CHANGE ORDER		\$ 79,315.00	

Original Contract Sum:	\$ 228,607.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 228,607.00
Original Contract Sum will be Increased by This Change Order:	\$ 79,315.00
The New Contract Sum Including This Change Order Will Be:	\$ 307,922.00

The Contract Completion Date is:	5/31/2016
Contract Time Will be Changed by This Change Order:	42 calendar days
The date of substantial completion as of the of this change order is:	7/12/2019

CONTRACTOR: _____
 Jon Luther
 Project Manager
 Clear Blue Energy Corporation

Date: _____

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

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF DSA PROJECT INSPECTOR SERVICES
POOL OF FIRMS**

SUMMARY:

The Evaluation Committee recommends that all three firms be placed in a pool of prequalified DSA Project Inspector firms (being placed in the pool is not a guarantee of work):

- Optima Inspections Incorporated
- K & B Construction Services, Inc.
- TYR, Inc.

The District's Independent Consultant Agreement for Professional Services was accepted by all three firms. Project specific agreements will be brought back to the Board for approval

The Board is asked to approve the new pool of firms: Optima Inspections Incorporated, K&B Construction Services Inc., and TYR Inc.

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

TO: **Members of the Governing Board**

SUBJECT: **APPROVAL OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES POOL OF FIRMS**

REQUESTED ACTION:

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

SUMMARY:

On October 15, 2014, the Board approved a pool of Material Testing and Special Inspection firms to provide services for capital improvement projects. It is time to renew this pool, and Board approval is requested to approve the new pool of firms.

A Request for Qualifications was issued on April 10, 2019. On May 8, 2019 the District received eleven responses. The Evaluation Committee reviewed, evaluated, and ranked each submittal.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</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
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

June 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF DSA PROJECT INSPECTOR SERVICES
POOL OF FIRMS**

SUMMARY:

The Evaluation Committee recommends that eight firms be placed in a pool of prequalified Material Testing and Special Inspection firms (being placed in the pool is not a guarantee of work):

- Apex Testing Laboratories
- Applied Materials & Engineering, Inc.
- Consolidated Engineering Laboratories
- Construction Testing Services, Inc.
- Geocon Consultants, Inc.
- Ninyo & Moore
- Terracon
- Wallace Kuhl & Associates

The District's Independent Consultant Agreement for Professional Services was accepted by all eight firms. Project specific agreements will be brought back to the Board for approval

The Board is asked to approve the new pool of firms: Apex Testing Laboratories, Applied Materials & Engineering Inc., Consolidated Engineering Laboratories, Construction Testing Services Inc., Geocon Consultants Inc., Ninyo & Moore, Terracon, and Wallace Kuhl & Associates.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR
PROFESSIONAL SERVICES FOR BUILDING 300
MODIFICATIONS: MAILROOM AND GRAPHICS
PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of an architectural services contract to HMR Architects for full architectural and engineering services for the B300 Modifications: Mailroom and Graphics Project. The project scope consists of the renovation of two existing spaces in Building 300 on the Fairfield Campus. These spaces will be converted into the District’s mailroom and graphics services location. The scope of work includes full architectural and engineering services for design/construction documents, bid phase services, and construction administration.

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: Renovating existing instructional space and equipment.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$26,800 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 Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR
PROFESSIONAL SERVICES FOR B300 MODIFICATIONS:
MAILROOM AND GRAPHICS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the District prequalified pool of architectural firms. The District received three (3) proposals.

It was determined that HMR Architects submitted the lowest responsible and responsive proposal. HMR Architects is recommended for award of a contract for the Mailroom and Graphics Project.

The Board is asked to approve a professional services contract to HMR Architects, in the amount not to exceed \$26,800.

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 (SURETY TAKEOVER AGREEMENT) TO FIDELITY AND DEPOSIT COMPANY OF MARYLAND FOR HORTICULTURE MODULAR RESTROOM BUILDING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On January 22, 2019, the District received correspondence from the Contractor indicating that it was not financially able to perform or complete the Project, leaving only several tasks incomplete including; patching exterior plaster; completing drinking fountain installation; replacing and repairing ceiling tiles and epoxy flooring, sealing door frames; correcting plumbing fixtures and hot water heaters; and installing an HVAC unit.

The District's legal counsel tendered completion of the Project to Contractor's Surety by virtue of Contractor's performance bond. As a result, the District's legal counsel and Surety have negotiated a Takeover Agreement to ensure completion of the Project. Under the terms of the Takeover Agreement, the Surety's completion contractor must complete the Project within 45 days following the execution of the Takeover Agreement.

The Board is asked to approve the Takeover Agreement to the Surety, Fidelity and Deposit Company of Maryland, to complete the outstanding scope remaining for the Project.

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: SUB AGREEMENT BETWEEN NASDAQ
ENTREPRENEURIAL CENTER AND SOLANO
COMMUNITY COLLEGE DISTRICT FOR NASDAQ
ENTREPRENEURIAL CENTER FOR STUDENT
INTERNSHIP PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for a sub-agreement between the Nasdaq Entrepreneurial Center and Solano CCD for student internship/faculty externship project. As part of a Chancellor's Office funded Industry Sector Projects in Common (ISPIC) project, the Business and Entrepreneurship Sector Navigator hosted by Solano College proposed to subcontract with the Nasdaq Entrepreneurial Center to match 30 student interns and 15 faculty externs at Nasdaq startup companies across the state. The amount of the sub-agreement is \$75,000 and the period of performance is June 5, 2019 through June 30, 2019. Attached is a copy of the sub-agreement with Rancho Santiago CCD.

STUDENT SUCCESS IMPACT:

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

Ed. Code:81655 Board Policy:3520 Estimated Fiscal Impact:\$75,000 Grant Expense

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

PRESENTER'S NAME
Charles Eason
Business & Entrepreneurship Sector Navigator

ADDRESS
4000 Suisun Valley Road
Fairfield, CA 94534

TELEPHONE NUMBER
(707) 863-7846

VICE PRESIDENT APPROVAL
David Williams, Ph.D.
Vice President, Academic Affairs

May 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
NASDAQ ENTREPRENEURIAL CENTER**

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

WHEREAS, SCCD was awarded Sub-Agreement No. DO-18-2565-80 from the Key Talent Administration & Sector Strategy Fiscal Agent with the California Community Colleges Chancellor’s Office Workforce and Economic Development Division (WEDD) as the PRIME SPONSOR to implement an Industry Sector Projects in Common (ISPIC) for Business and Entrepreneurship (hereinafter “**Project**”).

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

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

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

ARTICLE I

1. Statement of Work

Per the **SUBCONTRACTOR**’s Pilot Proposal: Nasdaq Entrepreneurial Center & California Community Colleges dated December 2018 (Exhibit A), the **SUBCONTRACTOR** will provide the following services:

1. Program development, talent management & matching, technology enhancements and testing of a technology platform that will smartly organize portfolios of work to the needs of startup employers.
2. Match 30 students/15 faculty externships with 15 startups for an internship, project or entry level hire. The 15 faculty externs will be selected by SCCD through a request for application (RFA) process. The faculty externs will then assist in securing student interns from their campuses to be matched with Nasdaq startup companies across the state.
3. At the end of the pilot, submit a summary report to answer the following questions:
 - a. Names of Nasdaq startup companies that participated in student internship/faculty externship project and a description of the internship.
 - b. What startups are a good fit for community college student talent (size, growth trajectory, industries)?
 - c. Will startups hire students with non-traditional backgrounds for a project, internship or entry level position?
 - d. What comprises effective portfolios for showcasing student’s mindset, skills, and experience?
 - e. What are the tangible value students add to start ups?
 - f. Does the original job requisition match the skills originally identified with the outcomes that the students were involved with? If there is variance, what are the trends?

2. Period of Performance

The period of performance for this Agreement shall be from the date on which the Agreement has been signed by both SCCD and SUBCONTRACTOR through June 30, 2020.

3. Total Cost

The total cost to **SCCD** for performance of this Agreement shall not exceed Seventy-five Thousand Dollars (\$75,000). **SUBCONTRACTOR** shall submit an invoice for \$75,000 to **SCCD** at the following address by June 30, 2020:

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

4. Expenditure of Project Funds.

SUBCONTRACTOR agrees to comply with all Project requirements and that it is solely responsible for the appropriate expenditure of all Project funds. **SUBCONTRACTOR** shall provide an in-kind match to the Project of \$75,000 per the attached match letter (Exhibit B).

5. Record Keeping

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

6. Audit

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

7. Mutual Indemnification

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

employees.

8. Notices

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

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

Nicola Corzine
Executive Director
Nasdaq Entrepreneurial Center
505 Howard Street
San Francisco, CA 94105
(212) 231-5000
nicola.corzine@theCenter.nasdaq.org

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

Solano Community College District

Nasdaq Entrepreneurial Center

By: _____

By: _____

Name: Dr. Celia Esposito-Noy

Name: Nicola Corzine

Title: Superintendent/President

Title: Executive Director

Date: _____

Date: _____

Exhibit A



(December 2018)

Pilot Proposal: Nasdaq Entrepreneurial Center & California Community Colleges

The Future of Work is Here

By 2022, 75 million current job roles could be displaced by the shift in the division of labor between humans, machines and algorithms. Imagining our future from a different perspective, this means 133 million new job roles could emerge at the same time ([World Economic Forum](#)). If we can identify the common attributes of these new roles then we can leverage new learning models to create sustainable paths forward for our current and future workforce reach their maximum potential. And that is true economic and human prosperity.

Entrepreneurial Skills Are in High Demand

The Future of work demands “Human” skills such as creativity, originality and initiative, critical thinking, persuasion, negotiation. Emotional intelligence, leadership and social influence as well as service orientation are also set to see particular increase in demand relative to their current prominence today ([World Economic Forum](#)).

Simultaneously, robust [research](#) suggests one of the best ways to boost innovation for organizations is to hire more women and culturally diverse teams. Enriching your employee pool with representatives of different genders, races, and nationalities is key for boosting your company’s joint intellectual potential ([Harvard Business Review](#)).

The Nasdaq Entrepreneurial Center conducted a research study in 2017 that established 7 characteristics for successful entrepreneurs. These include resilience, flexibility and complex problem-solving all skills needs. This study further validated the correlation between passion for work with a related purpose are key drivers for successful entrepreneurs. This is what gets them through the hardest challenges they face. “Rather than being cowed by uncertainty, entrepreneurs see the opportunities these circumstances present. Rather than being unfulfilled at work, they are highly motivated. They rise to the challenge of volatile and ambiguous work ([World Economic Forum](#)).”

Connecting Diverse Talent to Startups

The Nasdaq Center established three years ago to support diverse entrepreneurs through education, resources and mentorship. We have since served 15,344 founders (70% minority founders), through over 500 programs with a teaching faculty of 555. A key pillar of our work is helping founders grow as leaders and cultivate the right talent for their organizations growth.

Nicola Corzine, the Center’s Executive Director and Angel Investor in over 90 deals over 10+ years is adamant on the importance of identifying top talent in the first few hires of a startup’s growth, “For startups, those first few hires are make or break. If you have 1 exceptional hire that can do the work of 3-4 people, that accelerates growth in those critical early stages because it helps you reach big milestones with less resources faster”.

Corzine goes on to say, “Investors ultimately are investing in people; it’s the only constant. The product, industry, market successful companies are built by successful teams.” Unfortunately, early stage startups have a hard time competing with more mature organizations that offer higher salaries, bigger bonuses, and special perks.

Community college students, with their diverse backgrounds represent untapped human capital, and when matched with the right early-stage organization can drive significant impact with the grit, determination, and problem-solving skills they bring.

Why This Project Matters, Exponentially

Finding a good job is hard. Especially if you've had little job experience. For first generation college students, navigating the transition from university to the workforce is challenging. And if you don't have parents, friends making high level introductions for you it's hard to get a response no matter how many job applications you submit to the job board abyss. Even the most robust career services at Universities staffed by a handful cannot fully serve every student - it's an impossible feat.

Across Community Colleges in California, students are accessing incredible programs from badging certifications to Maker Space to classes, clubs and internship/project and work facilitated by Sector Navigators. We see an opportunity for a free marketplace to bridge these entrepreneurial student experiences with the skills needed by startups. Leveraging the relationships the Center has with innovative young companies, combined with a technology platform, and the collective power of a public-private partnership with the Community Colleges of California we would help fuel student career success through exposure and access.

The Mechanics

Imagine a system that enables community college students the opportunity to tell their story (the classes, work experience, projects they have accomplished showcasing their entrepreneurial skills) in ways relevant to the needs of startups. This platform will help students build a stronger narrative for why the special classes, badging, project, lab work offered on different campuses and their personal passions/pursuits make them good employees. The Nasdaq Entrepreneurial Center provides both credibility and prestige as students validate their portfolio of expertise and access to a network of startup organizations seeking talent.

We hear consistently from our large community of founders at the Center how challenging and critical finding the right employees. And no wonder; according to the [Wall Street Journal](#) employers in the talent marketplace (jobseekers and hiring talent) requires heavy investment of time and evaluation with poor outcomes as defined by expectation and satisfaction. Resume content is typically built around keyword optimization that is disconnected from the company's actual target objectives or performance goals ([Wall Street Journal](#)). For fast-moving startups this problem is exponential; talent needs are dynamics, organizations morph overnight, and the pace of change requires a much more agile approach.

This solution enables startups looking for interns or first time hires to quickly connect with diverse talent through a portfolio system that showcases students' mindsets, skill sets and passions in ways that are directly relevant to the needs of their business. Both students and employers are building a system that translates knowledge and valuable EQ skills into new job opportunities. And in doing so, startups are exposed to a new, high quality talent pool to compliment more traditional recruitment strategies.

Accessing New Human Capital at Scale

Donated to this project, we have in development technology platform that will smartly organize portfolios of work to the needs of startup employers. This scalable system is democratizing access; no longer are student candidates, without robust experience or resource, self-actualized on knowing what skills they deliver to employers. In turn, we are not providing employers talent already working in the tech/startup industry, we're unlocking access to net new talent for the industry.

Our Approach? Build Test Learn

Through a four-month pilot, we will match 30 students and 15 startups for an internship, project or entry level hire. At the end of this pilot, we should understand:

- What startups are a good fit for this student talent (size, growth trajectory, industries)
- If startups will hire students with non-traditional backgrounds for a project, internship or entry level position
- Effective portfolios for showcasing student's mindset, skills, and experience

Over a 6 month to 1-year period we will understand better:

- Tangible value students add to start ups
- Does the original job requisition match the skills originally identified with the outcomes that the students were involved with? If there is variance, what are the trends?

Pilot Costs

\$75K to cover program development, talent management & matching, technology enhancements and testing.

Contact.

Celena Aponte / Director of Strategic Initiatives / celena.aponte@theCenter.nasdaq.org

Exhibit B



January 30, 2019

Charles Eason
Business and Entrepreneurship Sector Navigator
Workforce & Economic Development
California Community Colleges

4000 Suisun Valley Road, Room 151
Fairfield, CA 94534

Letter of Intent: Student Portfolio Development for Work with Startups

Nasdaq Entrepreneurial Center
505 Howard Street
San Francisco, CA 94105

Dear Mr. Eason:

We at the Nasdaq Entrepreneurial Center believe entrepreneurs are trailblazers and changemakers with the ability to solve some of our world's toughest problems. In turn, they play a critical role in strengthening the economy and create valuable services for our society. The journey of an entrepreneur is full of challenges. We hear consistently from our large community of founders at the Center how critical yet difficult it is to find the right employees.

And it's no wonder. According to the ([Wall Street Journal](#)) resume content is typically built around keyword optimization that is disconnected from the company's actual target objectives or performance goals. For fast-moving startups this problem is exponential; talent needs are dynamics, organizations morph overnight, and the pace of change requires a much more agile approach to talent recruitment and retention.

We believe students participating in your wide array of entrepreneurial programs provide a unique talent pool for talent hungry startups. This project seeks to work with a sample student base and build a system that translates knowledge and valuable EQ skills into internship opportunities with a group of select startups. And in doing so, startups are exposed to a new, high quality talent pool to compliment more traditional recruitment strategies.

Nasdaq Entrepreneurial Center is committed to providing \$75K in-kind match for the project. This includes dedicated staff time for program development, curriculum design, and hosting onboarding training for students and startups.

At the Nasdaq Center, we share your vision for building skillsets and mindsets a strong entrepreneurial thinking and acting. We continue to be impressed by how you're creating immersive learning experiences for students across the state and would be honored to work together on this exciting project.

Regards,

Nicola Corzine
Executive Director
Nasdaq Center

About the Nasdaq Entrepreneurial Center

The Nasdaq Center established three years ago to support diverse entrepreneurs through education, resources and mentorship. Since opening our doors we have served 15,344 founders (70% minority founders and 49% female founders) from 98 countries. Our expert teaching faculty of 555 has delivered over 536 programs totaling 226 hours of education. We collaborate with global educational institutions such as Lehigh University, The University of Birmingham and the University of Melbourne to deliver entrepreneurial learning experiences for students, faculty and startups.

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

TO: Members of the Governing Board

**SUBJECT: SUB AGREEMENT BETWEEN RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT AND SOLANO
COMMUNITY COLLEGE DISTRICT FOR INDUSTRY
SECTOR PROJECTS IN COMMON FOR BUSINESS &
ENTREPRENEURSHIP**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for a sub-agreement between Rancho Santiago CCD and Solano CCD for an Industry Sector Projects in Common (ISPIC) for Business and Entrepreneurship. The Chancellor’s Office Workforce and Economic Development Division (WEDD) is providing each of the ten WEDD Sectors \$131,000 in ISPIC funding through Rancho Santiago CCD, the fiscal agent for ISPIC funding. The Business and Entrepreneurship Sector Navigator hosted by Solano College proposed a project to work with the Nasdaq Entrepreneurial Center to place 30 student interns and 15 faculty externs at Nasdaq startup companies across the state. The amount of the sub-agreement is \$131,000 and the period of performance is January 1, 2019 through December 31, 2019. Attached is a copy of the sub-agreement with Rancho Santiago CCD.

STUDENT SUCCESS IMPACT:

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

Ed. Code:81655 Board Policy:3520 Estimated Fiscal Impact:\$131,000 Grant Revenue

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

PRESENTER’S NAME
Charles Eason
Business & Entrepreneurship Sector Navigator

ADDRESS
4000 Suisun Valley Road
Fairfield, CA 94534

TELEPHONE NUMBER
(707) 863-7846

VICE PRESIDENT APPROVAL
David Williams, Ph.D.
Vice President, Academic Affairs

May 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 25th day of February, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Solano County Community College District, on behalf of **Solano Community College** (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy Grant," Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as *Doing What Matters for Jobs and the Economy* initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Project in Common (ISPIC) for Business & Entrepreneurship**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2019, through December 31, 2019. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to achieve the Project's goals for data management and capacity development until June 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$131,000 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPICS memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

7. Invoices

SUBCONTRACTOR must submit one invoice for payment for the total cost of the Agreement. The invoice will be reviewed and approved by the PRIME SPONSOR and then paid by RSCCD. The invoice must include the Agreement number (refer to footer), and should be submitted via e-mail to RS@cccoco.edu, and include the subject line: "Invoice Enclosed – District Acronym/ISPIC-[*SECTOR NAME*]-18-207-001."

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

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

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

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

14. Mutual Indemnification

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

15. Termination

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

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event

that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

16. Disputes

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

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

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Dr. David Williams
Title: Vice President, Academic Affairs

Address: 4000 Suisun Valley Road
Fairfield, CA 94534
Phone: (707) 864-7000 ext. 7102
Email: david.williams@solano.edu

Fiscal Representative:

Name: Robert V. Diamond
Title: Vice President, Finance and
Administration
Address: 4000 Suisun Valley Road
Fairfield, CA 94534
Phone: (707) 864-7000 ext. 7147
Email: robert.diamond@solano.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Solano County
Community College District

By: 
Name: Peter J. Hardash

By: _____
Name: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: _____

Date: 2/27/19

Date: _____

Board Approval Date: February 25, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 07/18 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #8.)

THIS FORM MAY NOT BE REPLICATED



APPENDIX B

GRANT TYPE: **GRANT RENEWAL**

The following information are linked throughout the forms package:

DISTRICT (Grantee): Solano County CCD **Please select District**

COLLEGE: Solano Community College **Please select College or N/A**

PROJECT: ISPIC Business & Entrepreneurship **Please select Project**

FISCAL YEAR: 2018/2019

Agreement Number: 18-2565-xx **an agreement number will be assigned by fiscal agent**

FUNDING SOURCE: Key Talent & Sector Strategy/Econ Dev
Program

Requested Amount: \$ 131,000

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship

COLLEGE: Solano Community College

FISCAL YEAR: 2018/2019

RFA Number: 18-2565-xx

CONTACT PAGE

District:	Solano Communit College District		
Address:	4000 Suisun Valley Road		
City:	Fairfield	State	CA Zip 94534

District Superintendent/President (or authorized designee)			
Name:	Dr. Celia Esposito-Noy	Phone:	(707) 864-7000 ext 7112
Title:	Superintendent/President	Fax:	(707) 646-2085
E-mail Address:	celia.esposito-noy@solano.edu		

Responsible Administrator (Should not be the same as Project Director)			
Name:	Dr. David Williams	Phone:	(707) 864-7000 ext 7102
Title:	Vice President Academic Affairs	Fax:	(707) 863-7836
E-mail Address:	david.williams@solano.edu		

Project Director (Person responsible for conducting the daily operation of the grant)			
Name:	Charles Eason	Phone:	(707) 863-7846
Title:	Sector Navigator, Business and Entrepreneurship	Fax:	
E-mail Address:	Charles.Eason@saolon.edu		

Person Responsible for Data Entry			
Name:	Charles Eason	Phone:	(707) 863-7846
Title:	Sector Navigator, Business and Entrepreneurship	Fax:	
E-mail Address:	Charles.Eason@saolon.edu		

District Chief Business Officer (or authorized designee)			
Name:	Robert V. Diamond	Phone:	(707) 864-7000 ext 7147
Title:	Vice President, Finance and Administration	Fax:	(707) 646-2056
E-mail Address:	robert.diamond@solano.edu		

Person Responsible for Budget Certification			
Name:	Robert V. Diamond	Phone:	(707) 864-7000 ext 7147
Title:	Vice President, Finance and Administration	Fax:	(707) 646-2056
E-mail Address:	robert.diamond@solano.edu		

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	Match
			\$ 131,000	\$ 131,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 500	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 125,462	\$ 131,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 125,962	\$ 131,000
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Cost): 4%		9	\$ 5,038	
TOTAL COSTS:		10	\$ 131,000	\$ 131,000

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: Charles Eason

Title: Sector Navigator, Business and Entrepreneurship

Authorized Signature: 

Date: 5/21/19

District Chief Business Officer (or authorized designee):

Name: Robert V. Diamond

Title: Vice President, Finance and Administration

Authorized Signature: _____

Date: _____

THIS FORM MAY NOT BE REPLICATED
APPENDIX B

Please Note:
To avoid rounding issues, please key only whole numbers and not cents.

PROJECT: ISPIC Business & Entrepreneurship

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED
		Key Talent & Sector
		\$ 131,000
1000		
2000		
3000	Employee Benefits	
4000	Supplies and Materials Printing of marketing materials for student internship/faculty externship program	500
5000	Other Operating Expenses and Services NASDAQ Entrepreneurial Center Subcontract for student internship program NexusEdge/TechStars Partnership to review student business plans/lean canvas (30 students @ \$250/student) Faculty Externship Subawards to Colleges (15 Faculty @ \$2,500 stipend per faculty) Mileage for Project Coordinator Project Coordinator	75,000 7,500 37,500 462 5,000

THIS FORM MAY NOT BE REPLICATED
APPENDIX B

Please Note:
To avoid rounding issues, please key only whole numbers and not cents.

PROJECT: ISPIC Business & Entrepreneurship

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED
		Key Talent & Sector
		\$ 131,000
6000	Capital Outlay	
7000	Other Outgo	
TOTAL DIRECT COSTS:		125,962
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		5,038
TOTAL COSTS:		131,000

THIS FORM MAY NOT BE REPLICATED
APPENDIX B

Please Note:
To avoid rounding issues, please key only whole numbers and not cents.
Cents may also be created when using

PROJECT: ISPIC Business & Entrepreneurship
DISTRICT: Solano County CCD
COLLEGE: Solano Community College
FISCAL YEAR: 2018/2019
RFA NUMBER: 18-2565-xx

**APPLICATION BUDGET DETAIL SHEET
MATCH**

Object of Expenditure	Classification	Match Amount
1000		\$ -
		\$ -
		\$ -
2000		\$ -
		\$ -
3000		\$ -
		\$ -
		\$ -
4000		\$ -
		\$ -
5000	Nasdaq Entrepreneurial Center In-kind match (see attached match commitment letter)	\$ 75,000
	Regional SWP Funds from Central Valley NASDAQ Project	\$ 56,000
6000		\$ -
		\$ -
7000		\$ -
		\$ -
TOTAL DIRECT COSTS:		\$ 131,000
TOTAL INDIRECT COSTS <i>(Not to Exceed % of Direct Costs)</i>		\$ 0
TOTAL COSTS:		\$ 131,000

THIS FORM MAY NOT BE REPLICATED
APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship
DISTRICT: Solano County CCD
COLLEGE: Solano Community College
FISCAL YEAR: 2018/2019
RFA NUMBER: 18-2565-xx

Statement of Work (Annual Work plan)
Objectives/Common Metrics

Objective: 1 **NASDAQ ENTREPRENEURIAL CENTER (CEC) INTERNSHIP AND BUSINESS AND ENTREPRENEURSHIP SECTOR PARTNERSHIP 2019**
Establish a partnership with the Nasdaq Entrepreneurial Center to develop an internship program to place community college students as interns at Nasdaq startup companies across the state. This will include the development of a technology platform that will smartly organize portfolios of work to the needs of startup employers. The scalable platform will enable startups looking for interns or first time hires to quickly connect with diverse talent through a portfolio system that showcases student's mindsets, skill sets and passions in ways that are directly relevant to the needs of their business (see attached Nasdaq project proposal).

Strong Workforce Metrics:
Select: 6 **Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study (based on responses in the CTE Outcomes Survey)**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Finalize partnership agreement with the Nasdaq Entrepreneurial Center for internship project (see attached proposal from Nasdaq Entrepreneurial Center). The Nasdaq Entrepreneurial Center was established in 2014 with support from the Nasdaq Educational Foundation. Its goals are to serve entrepreneurs from around the world through events, education, and mentorship. Support the "whole entrepreneur" by helping individuals uncover solutions based on their vision for success over the long-term. Offer free workshops, training, and events led by innovators in their fields. Conduct original, actionable research on entrepreneurship. Strive to redefine perceptions of entrepreneurship in the public imagination. Foster long-lasting connections between entrepreneurs and their peers, industry leaders, and mentors.	Partnership agreement for \$75K in place by May 2019	May 2019	Sector Navigator CEO of Nasdaq Ent Ctr
1.2	Work with the Nasdaq Entrepreneurial Center to develop a technology platform that will smartly organize portfolios of work to the needs of startup employers. The scalable platform will enable startups looking for interns or first time hires to quickly connect with diverse talent through a portfolio system that showcases student's mindsets, skill sets and passions in ways that are directly relevant to the needs of their business.	Scalable technology platform in place to match students with Nasdaq companies by Fall Semester 2019	May - Sept 2019	SN + DSNs, statewide Nasdaq Ent Center

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Work plan)
Objectives/Common Metrics**

Objective: 1 **NASDAQ ENTREPRENEURIAL CENTER (CEC) INTERNSHIP AND BUSINESS AND ENTREPRENEURSHIP SECTOR PARTNERSHIP 2019**
Establish a partnership with the Nasdaq Entrepreneurial Center to develop an internship program to place community college students as interns at Nasdaq startup companies across the state. This will include the development of a technology platform that will smartly organize portfolios of work to the needs of startup employers. The scalable platform will enable startups looking for interns or first time hires to quickly connect with diverse talent through a portfolio system that showcases student's mindsets, skill sets and passions in ways that are directly relevant to the needs of their business (see attached Nasdaq project proposal).

Strong Workforce Metrics:
Select: 6 **Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study (based on responses in the CTE Outcomes Survey)**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.3	Identify faculty extern mentors and student interns to participate in the pilot project (see objectives 2 & 3)	15 Faculty externs/mentors and 30 student interns are identified for internships with 15 Nasdaq startup companies across the state.	Jun - Dec 2019	SN and DSNs
1.4	Conduct the pilot to match 30 students and 15 startups for an internship, project or entry level hire.	NASDAQ Entrepreneurial Center will partner with the Business and Entrepreneurship Sector to place an estimated 30 selected community college students as interns at an estimated 15 NASDAQ startups across the state.	Fall 2019 Semester & Spring 2020 Semester	SN + DSNs, statewide Nasdaq Ent Center
1.5	Leverage the pilot project with regional SWP funded projects. For example, the DSN from the Central Valley is submitting a proposal to use regional SWP funds to place an additional 30 students with Nasdaq companies virtually or remotely. This will provide students in the Central Valley to work with Nasdaq companies that may be located in Silicon Valley, Silicon Beach, Orange County, San Diego, etc.	Regional internship projects submitted into NOVA for funding with either local or regional Strong Workforce Program funds. Projects would then need to be approved by the regions or colleges for funding.	July 2019- June 2020	SN, DSNs

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship
DISTRICT: Solano County CCD
COLLEGE: Solano Community College
FISCAL YEAR: 2018/2019
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Work plan)
Objectives/Common Metrics**

Objective: 2 Faculty Externship Project
Place 15 faculty as externships at Nasdaq companies to work alongside student interns as faculty mentors.

Strong Workforce Metrics:
Select: 6 Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study (based on responses in the CTE Outcomes Survey)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Conduct an RFA to identify 15 faculty to participate in the Faculty Externship Program	RFA issued in June with 15 Faculty indentified to participate by Fall Semester 2019.	June - Sept 2019	SN + DSNs, statewide
2.2	Issue subawards to host colleges of faculty selected to participate in the Faculty Externship Program.	Subaward approved by respective Boards of Solano Community College and host colleges for a \$2,500 stipend paid by the host colleges to the participating faculty. Purchase orders set up for each subaward.	September 2019	SN + DSNs, statewide Host colleges
2.3	Faculty act as mentors to students selected to be interns at Nasdaq companies to help oversee student work for the companies. Depending on the location of the Nasdaq company, this may be done onsite at the company or remotely offsite.	A team of two students and one faculty member mentor will be assigned to work with participating Nasdaq companies	Fall 2019 Semester Spring 2020 Semester	SN + DSNs, statewide Faculty from host colleges

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Work plan)
Objectives/Common Metrics**

Objective: 2 Faculty Externship Project
Place 15 faculty as externships at Nasdaq companies to work alongside student interns as faculty mentors.

Strong Workforce Metrics:
Select: 6) Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study (based on responses in the CTE Outcomes Survey)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Faculty will use their externship experience to make improvements to curriculum that meets industry needs.	Revised course outlines, new course modules, new certificate programs.	June 2020	Faculty Externs
2.5				
2.6				

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship
DISTRICT: Solano County CCD
COLLEGE: Solano Community College
FISCAL YEAR: 2018/2019
RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)
Objectives/Common Metrics**

Objective: 3 Provide student internship opportunities for students to work at Nasdaq startup companies
Place 30 students in internships at NASDAQ Startup Companies. The Business and Entrepreneurship Sector will work with the Foundation for California Community Colleges (FCCC) to utilize the Career Catalyst service to act as the employer of record for the students.

Strong Workforce Metrics:
Select: 6) Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study (based on responses in the CTE Outcomes Survey)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Coordinate with the Foundation for California Community Colleges (FCCC) to set up an account within the Career Catalyst service to act as the employer of record and handle all of the back office for payroll processing.	FCCC will act as the employer of record for an estimated 30 community college students.	April 2019 - Sept 2020	Sector Navigator Tim Aldinger at FCCC
3.2	Colleges with participating student interns will assist colleges in enrolling students into their Work Experience/Work Study course so that students can earn college credit for their work experience as interns at Nasdaq companies.	An estimated 30 students are enrolled in credit work study/work experience courses. Students would earn 1 unit of credit for every three hours a week worked during the semester course.	Fall 2019 Semester Spring 2020 Semester	Sector Navigator Participating colleges
3.3	Track student internship timesheets. Nasdaq companies will sign off on student timesheets and submit them to FCCC monthly for processing of payment through the Career Catalyst service.	15 participating Nasdaq companies will be responsible for signing off on student interns timesheets to track time spent on the internship.	Sept 2019 - June 2020	Nasdaq Companies Sector Navigator

THIS FORM MAY NOT BE REPLICATED
APPENDIX B

PROJECT: ISPIC Business & Entrepreneurship
DISTRICT: Solano County CCD
COLLEGE: Solano Community College
FISCAL YEAR: 2018/2019
RFA NUMBER: 18-2565-xx

Statement of Work (Annual Workplan)
Objectives/Common Metrics

Objective: 4 Provide opportunity for industry recognized credential for entrepreneurship
Students will also have the opportunity to submit a business plan/lean canvas for review and feedback by TechStars through the partnership with NexusEdge which will then serve as an industry recognized credential for entrepreneurship.

Strong Workforce Metrics:
Select: 6 **Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study (based on responses in the CTE Outcomes Survey)**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Students to construct Techstars standardized business plans / lean canvas during or after completing Nasdaq Internship Program using course materials provided by NexusEdge.	An estimated 30 students complete a business plan / lean canvas.	April 2020	Sector Navigator NexusEdge
4.2	Students submit their business plans / lean canvas to Techstars (Managing Directors and staff for review through NexusEdge Platform.	An estimated 30 students submit their business plan / lean canvas for review and feedback by TechStars Directors through the Nexus Edge Partnership with Techstars.	May 2020	Sector Navigator NexusEdge TechStars
4.3	Students receive feedback and/or credentialing & certification from Techstars	Students receive industry recognized credentials for entrepreneurial success as a credential on the NexusEdge Online Platform	June 2020	NexusEdge TechStars

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND VACAVILLE CONVALESCENT AND
REHABILITATION CENTER, VACAVILLE, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A renewal clinical experience agreement between Solano Community College District and Vacaville Convalescent and Rehabilitation Center, Vacaville, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a long-term care, skilled nursing facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Vacaville Convalescent and Rehabilitation Center, 585 Nut Tree Court, Vacaville, California.

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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: NONE</i>
---------------------------	---------------------------	--------------------------------------

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

PRESENTER’S NAME
Daniel Bridges, Ph.D. Interim Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

May 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *HEALTH CENTER*) located at **585 Nut Tree Road, Vacaville, California 95687**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of June 6, 2019.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

Joe Niccoli, Administrator
Vacaville Convalescent and Rehabilitation Center
585 Nut Tree Court
Vacaville, CA 95687
Telephone: (707) 449-8000
Fax: (707) 449-4166

2. Notice to the *SCHOOL*

Daniel Bridges, Ph.D.
Interim Dean, Health Sciences

Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707) 864-7108
FAX: (707) 646-2062
Daniel.bridges@solano.edu

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

**Vacaville Convalescent and
Rehabilitation Center**

Solano Community College

By: _____

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

Title: _____

Title: _____
Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND PINER'S
NURSING HOME, INC., NAPA, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A new clinical experience agreement between Solano Community College and Piner's Nursing Home, Inc., Napa, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a long-term care, skilled nursing facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Piner's Nursing Home, Inc., 1800 Pueblo Avenue, Napa, California.

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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER'S NAME
Daniel Bridges, Ph.D. Interim Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

May 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Piner's Nursing Home, Inc.** (hereinafter known as *HEALTH CENTER*) located at **1800 Pueblo Avenue, Napa, CA 94558**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of June 6, 2019.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

Brian Kallio, Administrator
Piner's Nursing Home, Inc.
1800 Pueblo Avenue
Napa, CA 94558
Telephone: (707) 224-7925
Fax: (707) 255-0331

2. Notice to the *SCHOOL*

Daniel Bridges, Ph.D.
Interim Dean, Health Sciences

Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707) 864-7108
FAX: (707) 646-2062
Daniel.bridges@solano.edu

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

Piner's Nursing Home, Inc.

Solano Community College

By: _____
Brian Kallio

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

Title: _____
Administrator

Title: _____
Superintendent-President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **AGREEMENT BETWEEN ELUMEN INC. AND SOLANO
COMMUNITY COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the eLumen Software Client Services Agreement. The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This Agreement sets forth the terms and conditions for Client's access to and use of the Services on a secure basis through an internet site hosted by eLumen. The product will replace the current software, CurriQnet META, and will provide services for curriculum, assessment, program review, and catalog.

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: 3520
Estimated Fiscal Impact: 2019-20: \$73,000; 2020-21: \$48,000; 2021-22: \$48,000

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

PRESENTER'S NAME
David Williams, Ph.D.
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7117

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

VICE PRESIDENT APPROVAL

May 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**eLumen® Software CLIENT SERVICES
AGREEMENT**

THIS CLIENT SERVICES AGREEMENT (the “Agreement”) is made as of June 6th, 2019 (“Effective Date”).

**THE PARTIES TO THIS
AGREEMENT**

eLumen® Inc. , (“eLumen”) a Delaware corporation	Solano Community College (“Client”)
Address: 514 North 3rd Street, Suite 203 Minneapolis, Minnesota 55401	Address: 4000 Suisun Valley Rd Fairfield, CA 94534

The Services

eLumen® has developed and is the owner of all right, title, and interest in and to certain computer programs and related documentation known as eLumen® Software (as defined below). The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This Agreement sets forth the terms and conditions for Client’s access to and use of the Services on a secure basis through an internet site hosted by eLumen®. The module(s) and support services purchased by Client are designated on the attached Fee Schedule. Client may upgrade or change its module(s) or service level by contacting eLumen® and agreeing to a new Fee Schedule.

**THE TERMS AND
CONDITIONS**

1. **DEFINITIONS.** The following definitions shall apply to this Agreement:
 - A. **“AUP”** shall mean the End User License Agreement and Terms and Conditions of Website Use, which includes an acceptable use policy, which eLumen may amend from time to time by posting a revised version on its website (<http://elumenconnect.com>).
 - B. **“Authorized Users”** shall mean the students and personnel designated by Client.
 - C. **“Client Data”** refers to the all content, copy, pictures, and/or data provided by Client that is owned by Client and resides in Client’s services environment.
 - D. **“Confidential Information”** means any information, knowledge, and know-how, not known to the general public and disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client’s Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) was known to a party prior to the date of this Agreement and can be proven so through documentation, (iii) is received from a third party who did not acquire or disclose

the same by a wrongful act; or (iv) can be shown by documentation to have been independently developed by a party without reference to the other party's Confidential Information. It is understood that the Client is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If a request under the California Public Records Act is made to view eLumen's Confidential Information, Client shall notify eLumen of the request and the date that such records will be released to the requester unless eLumen obtains a court order enjoining that disclosure. If eLumen fails to obtain a court order enjoining that disclosure, the Client will release the requested information on the date specified.

- E. **"Content"** means information and data uploaded to the Site by Client and its Authorized Users.
- F. **"Derivative Works"** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement.
- G. **"Documentation"** means any and all text material that describes the design, functions, operation, and use of the Services or the Software. The Documentation shall consist of all on-line screens designed for instructional purposes, operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software.
- H. **"Enhancements"** means any and all changes or additions to the Software, including new releases and versions thereof other than Modifications that add new functions to, or substantially improve performance of, the Software.
- I. **"FERPA"** means the U.S. Family Educational Rights and Privacy Act.
- J. **"Intellectual Property"** means any and all intellectual property associated with the Software, Modifications and Enhancements, including, without limitation, designs, formulas, procedures, methods, apparatus, ideas, creations, improvements, works of authorship, materials, processes, inventions, techniques, data, know-how, show-how, algorithms, programs, subroutines, tools, patents and patentable materials, copyrights and copyrightable materials, and trade secrets.
- K. **"Modifications"** means any and all changes or additions to the Software, other than Enhancements, that correct errors therein or support new releases thereof.
- L. **"Party"** means either eLumen® or Client and **"Parties"** means both.
- M. **"Services"** means access through the Site to the Software, use of the Site to upload Content, information on and support for the use of the Services and Software, and such additional and ancillary services and products, which may become available on the Site. Services include, without limitation, any improvements, upgrades and new version releases. If any products or functionality are renamed, repackaged or rebundled by eLumen, Client is entitled to equivalent or better products or functionality at no additional cost to Client.
- N. **"Site"** means the password-protected secure Internet site hosted and controlled by eLumen® to which Client shall be provided access to the Services for the purposes of using the Software.
- O. **"Software"** means the computer programs and any Documentation related to and comprising the eLumen® Software and its various licensed modules as defined in Schedule A, a unique and proprietary software application residing on a server and accessed through a web environment that provides organizations with

the capability of defining, documenting, and communicating data on the achievements of students. Unless the context indicates otherwise, as used herein, "Software" includes Enhancements and Modifications to the modules listed in Schedule A.

P. **"Third Party Product"** means software or other technology owned by a third party that is or will be incorporated into or can reasonably be foreseen as likely to be used in connection with the Software, Modifications or Enhancements.

Q. **"Business Day"** means Monday through Friday excluding holidays as specified in the Business Schedule published in the elumen.info website, starting at 8:00 AM Pacific Time and Ending at 5:00 PM Pacific Time.

2. **TERM.** This Agreement is for an Initial Term. This Initial Term is designated in Schedule A. After the Initial Term, this Agreement will automatically extend for successive one (1) year terms for four (4) successive renewals (each a "Renewal Term"), for a maximum of five (5) years, unless eLumen is notified, in writing, by Client of their intent to terminate the Agreement sixty (60) days prior to the initiation of the successive one (1) year term. Term and Renewal Terms may be referred to as individually or collectively as "Term".

3. FEES.

A. The fees payable by Client ("Fee") appear on the Fee Schedule attached and incorporated by reference as Schedule A. At the end of the Initial Term or at the end of any Renewal Term, eLumen® may increase the fees appearing on the Fee Schedule for the subsequent Term. Annual fee increases for the Software shall not exceed three percent (3%) in any given year. If there is an increase in annual Fees, eLumen shall give Client written notice of such increase at least ninety (90) days prior to the expiration of the applicable Term. Invoices submitted to Client will be due to eLumen® within thirty (30) days of the date on the invoice. Any balances outstanding after thirty (30) days will be subject to a one percent (1%) monthly late fee, or the highest amount allowed by applicable law, whichever is less.

B. eLumen shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Client harmless from liability for any such contributions, premiums, and taxes for eLumen's employees and sub-contractors, if applicable. eLumen shall be responsible for taxes assessable against eLumen based on eLumen's income, real or tangible property and employees.

4. **TRADEMARK/LOGO USE.** eLumen must obtain written approval from Client's Public Information Office ("PIO") to use the Client's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish eLumen with camera-ready artwork for such use. Client, at its sole discretion, may limit or otherwise place conditions on eLumen's use of Client's name, and/or logos in which case such limitations shall be incorporated into this Agreement. eLumen shall not revise, change, or otherwise alter any material related to Client's name and/or logo without written consent from Client.

5. **CLIENT'S RIGHTS AND OBLIGATIONS.** Client agrees to the following:

A. Upon eLumen's acceptance of Client's order and for Term, Client has the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Client's internal business operations and subject to the terms of the Agreement.

- B. In order to use or access the Services, Client will obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access, and provide all equipment necessary to make such Internet connection.
- C. Prior to accessing the Site and using the Services, Client will designate its Authorized Users and assign usernames and passwords to each Authorized User. Client accepts full responsibility for safeguarding their access to the Services and for protecting the Services and Client's Content from unauthorized access. Client shall ensure that each Authorized User is in compliance with the terms and conditions of this Agreement, which by their nature are intended to be applicable to Authorized Users.
- D. Client shall ensure that its Authorized Users' software, networks, computer equipment, terminals, peripheral equipment, smartphones, telecommunications systems and network connections comply with any specifications provided by eLumen from time to time.
- E. eLumen® will be immediately notified of any loss or theft or unauthorized use of any of a user name, password, and/or other personal or company identification numbers that may be assigned by Client.
- F. Client will, and will require Authorized Users to, access and use the Services only in compliance with applicable law, this Agreement, and the AUP.
- G. Client has the requisite authority to use and store any confidential, proprietary or personally identifiable information included in the Content. Client is solely responsible for the development and use of Client Data. Without limiting the generality of the preceding sentence, eLumen is not responsible for compliance of Client Data with all laws and regulations and the AUP.
- H. The Services and Software may be able to be used in connection with third party software, applications, products and platforms ("Third Party Tools"). In relation to any Third Party Tools:
 - i. Client must not interface any Third Party Tools with the Software and Services without eLumen's prior written consent;
 - ii. if the Client elects to use or interface any Third Party Tools, Client shall be deemed to have indemnified eLumen from and against any loss and/or damage that eLumen may incur as a result of the Client's use thereof and/or interfacing therewith;
 - iii. eLumen does not warrant that the Software and/or Services are compatible with the Third Party Tools; and
 - iv. Any such Third Party Tools are subject to their own terms and conditions and the applicable flow through provisions. If Client does not agree to abide by the applicable terms for any such Third Party Tools, then Client should not install or use such Third Party Tools.
- I. In no event shall eLumen be liable for any act or omission of the Client or an Authorized User and any non-performance of its obligations under this Agreement where caused by any act or omission of the Client or an Authorized User. If eLumen is delayed or prevented from complying with an obligation under this Agreement due to an act or omission of the Client or an Authorized User, in such circumstances and without prejudice to any other of eLumen's rights, eLumen's obligations will be postponed or relieved accordingly to the extent affected by that act or omission.

- J. Except as expressly and specifically provided in this Agreement, the Client assumes sole responsibility for results obtained from access to the Software and related Services by the Client and Authorized Users, and for conclusions drawn from such use. eLumen shall have no liability for any damage caused by errors or omissions in any information, Client Data, instructions or scripts accessed by the Client or Authorized Users in connection with the Services, or any actions taken by eLumen at the Client's direction;
6. **ACCEPTABLE USE.** eLumen's current AUP is attached hereto as Schedule B. All terms, provisions and agreements set forth in the AUP (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. eLumen may amend the AUP unilaterally by posting revisions to its website and such revisions are binding on Client. To the extent that any terms set forth in this Agreement are inconsistent with the terms of the AUP, the terms set forth herein shall apply.
7. **DATA SECURITY AND FERPA.** eLumen's protocols for protection of Content and to ensure compliance with FERPA are as follows:
- A. The Services are designed to store all sensitive and personally identifiable information in an encrypted format. Encrypted data elements include but are not limited to: First Name, Last Name, Email, Student Id, Login Id, and Phone Number.
- B. Only Client's authorized representatives will have access to the encryption keys, which are required in order to view encrypted data. Accordingly, all private and sensitive Content will be indecipherable while it is "at rest" on the physical database. No FERPA-protected or confidential Content will be transmitted without encryption or on an unsecured network connection. During network transmissions, confidentiality of such data will be maintained via an industry standard SSL (Secure Socket Layer) connection.
- C. eLumen® employees and agents have no access to FERPA-protected or confidential Content unless specifically authorized by Client in writing and then only on a temporary basis, for up to five (5) days for each written authorized use, unless otherwise agreed upon, for a specific purpose, e.g., troubleshooting during Support Services. When eLumen employees and agents are provided access by Client to Content and student data, records and information including paper and electronic student education record information ("Student Information"):
- i. eLumen will be considered a "school official" for purposes of receipt of such Student Information. eLumen acknowledges it is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both Client and eLumen certify that they will abide by California and United States laws concerning confidential Student Information and Student Information, including, but not limited to, FERPA and Education Code section 49060 et seq. Student Information is hereby included in the definition of Client Confidential Information.
 - ii. eLumen agrees to hold Student Information in strict confidence. eLumen shall not use or disclose Student Information received from, or on behalf of, Client, except as permitted or required by the Agreement, or as required by law. eLumen agrees that it will protect the Student Information it receives from, or on behalf of, Client, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. eLumen shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of Client or its students and these measures will be extended by contract to all subcontractors used by eLumen.

- iii. Upon termination, cancellation, expiration or other conclusion of the Agreement, eLumen shall return all Student Information to Client in a usable format acceptable to Client within fifteen (15) days after such termination, cancellation or expiration, or such other date as mutually agreed to in writing between the Client and eLumen. If return is not feasible as determined by Client in written notice to eLumen, eLumen shall destroy any and all Student Information.
- iv. If Client reasonably determines in good faith that eLumen has materially breached any of its obligations relating to Student Information, Client, in its sole discretion, shall have the right to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to eLumen describing the violation and the action it intends to take.
- v. eLumen shall notify Client of unauthorized access, use or disclosure of Student Information within one (1) calendar day of discovery, and shall provide a written report to Client in the most expedient time possible and without unreasonable delay (if possible within one (1) business day of validating discovery and after release by law enforcement, if applicable). To the extent of eLumen's actual knowledge, eLumen's report shall identify: (a) the nature of the unauthorized access, use or disclosure; (b) the Student Information accessed, used or disclosed; (c) who made the unauthorized access, use or received the unauthorized disclosure; (d) what eLumen has done or shall do to mitigate any effect of the unauthorized access use or disclosure; and (e) what corrective action eLumen has taken or shall take to prevent future similar unauthorized access, use or disclosure. eLumen shall provide such other information, including a written report, as requested by Client. eLumen will coordinate with Client to promptly notify students in accordance with the California Information Practices Act (California Civil Code section 1798 et seq.). eLumen similarly will report to, coordinate and cooperate with Client in the event of any break-in or attempted break-in to eLumen's provided software systems or security protocols, network(s), or data center(s) which contain Student Information. eLumen shall indemnify, defend and hold Client harmless from all claims, liabilities, damages or judgments involving a third party, including Client's costs and attorney's fees, which arise as a result of eLumen's failure to meet any of its obligations under this Section.

D. The Client controls the Content uploaded to Client's database and its disposition. eLumen's hosted environment for the Services provides for automatic daily back-ups of Client's Content. Client may request additional back-ups to store and maintain Content off-site.

E. eLumen® will not access or disclose any Content entered by Client unless authorized by Client in writing and/or compelled to do so by law. If eLumen® is ordered to make such disclosure, eLumen® will notify Client and to allow it the opportunity to oppose such disclosure.

F. eLumen® shall permit Client to retain Content stored on the Site for a minimum of three (3) years after termination of this agreement or the date of the last paid invoice, whichever is later.

G. eLumen® will host the Client's application services and database at a U.S. datacenter. The eLumen® services are currently hosted in Amazon's US-West (Oregon) center with fail-over to US-East (Virginia). The client shall be notified in writing thirty (30) days prior to any territorial changes to eLumen's hosting providers/infrastructure. Client's Data shall not be stored outside of the United States.

8. PROPRIETARY RIGHTS. Subject to the terms and conditions of this Agreement, and conditioned on Client's and its Authorized Users' compliance therewith, eLumen® hereby grants to Client a non-exclusive, non-sublicensable

and non-transferable, limited license to use the Services and Software solely as permitted in this Agreement during the Term. Client shall not copy, modify, rent, lease, sell, assign, distribute, reverse engineer, or breach any security device related to, the Software.

Client will retain all ownership and intellectual property rights in and to Client's Data. eLumen® retains all of its ownership and license rights in the Software and all associated Modifications and Enhancements (including, without limitation, all Intellectual Property, Documentation and all Derivative Works). eLumen® owns and retains all applicable rights to patents, copyrights, trademarks, trade secret rights, mask rights, trademark and service mark rights, and any and all other proprietary rights of any kind whatsoever (collectively, the "Rights") now existing or later arising in connection with the Software and any and all updates, improvements, Enhancements, Modifications or Derivative Works regardless of whether the Enhancements, Modifications or Derivative Works are suggested or developed by eLumen®, Client, or any other person or organization. eLumen® reserves the right to audit the Client's use of the Software with respect to features, functionality, and time without accessing confidential Content.

9. EARLY TERMINATION FOR DEFAULT OR BREACH; EFFECTS OF TERMINATION.

- A. eLumen® shall have the right to terminate this Agreement upon thirty (30) days' notice, unless Client cures such default within the thirty (30) days provided Client or shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Client commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- B. Client shall have the right, if eLumen has materially breached any of its obligations relating to Student Information, in its sole discretion, to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. In the event of any other default by eLumen, Client shall have the right to immediately terminate this Agreement upon thirty (30) days' notice, unless eLumen cures such default within the thirty (30) days provided eLumen shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and eLumen commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If Client terminates for cause, eLumen shall refund a prorated portion of any unused annual Fees paid by Client. In the event that a dispute arises between eLumen and Client, eLumen expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.
- C. Upon termination of this Agreement, Client's access to the Services and Software shall cease and Client shall promptly return all copies of any Documentation in its possession or control. Client shall delete all copies of Documentation residing in on or off-line computer memory, and destroy all copies of such Documentation. Client shall, within ten (10) business days from the effective date of the termination, certify in writing by an officer or director of the Client, based on that officer's or director's actual knowledge, that all copies of the Documentation have been returned, deleted, and/or destroyed. In the absence of any direction from Client, eLumen® shall retain all Client Data for the time period specified in Section 7(F). Any time after the termination of this Agreement, Client may deliver a written request to eLumen® for the delivery to Client of the then most recent backup of the Client Data. eLumen® shall deliver Client Data to Client in a usable format as mutually agreed to between Client and eLumen within fifteen (15) days of its receipt of such a written request. After delivery of the Client Data pursuant to this Section, eLumen® shall no longer be subject the requirements of Section 7(F) and may destroy or otherwise dispose of any of the Client Data in its possession.

10. SERVICE LEVEL AGREEMENT. The following sets forth eLumen's agreement with respect to service levels provided to Client.

- A. eLumen® provides IT support for the Services in the form of telephone support, monitored email support, remote assistance using Remote Desktop, and a Virtual Private Network where available. Coverage parameters are as follows:
- E-mail support (preferred): 8:00 A.M. to 5:00 P.M. Monday – Friday Pacific Time.
 - E-mails received outside of office hours will be collected; however no action can be guaranteed until the next working day.
 - Telephone support: 8:00 A.M. to 5:00 P.M. Monday – Friday Pacific Time.
 - Calls received outside of office hours will be forwarded to a mobile phone service and best efforts will be made to answer / action the call.
 - Twenty-four (24)-hour self-service online support is available through the application's knowledge base and ticketing system.
- B. eLumen® will respond to Service-related incidents and/or requests submitted by the Client within twenty-four (24) business hours. Support will be provided in the shortest time frame possible depending on the complexity of the issue.
- C. Service-Level Agreement uptime is guaranteed to be ninety-eight percent (98%) availability in any calendar month, not including scheduled maintenance.
- D. From time to time, the Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities necessary during the operation and upgrade of the Services. eLumen® will post notice of periodic interruptions of the Services or "maintenance windows" from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or "maintenance windows" previously posted. In the event of a temporary interruption in Services that is outside of such "maintenance windows" and is caused by a failure in the Software or servers or network connections, eLumen® shall issue to Client credits, to be used against future service fees, in an amount equal to the pro rata portion of the Fee paid by Client for the portion of the Services not furnished as a result of such interruption in Services, and if service is discontinued for any reason, the credits shall be in the form of a rebate at the end of service. Provided, however, that in no event shall eLumen® be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit caused by causes beyond its control, including without limitation acts of God or failure of any internet provider. In no event shall eLumen® be liable for any damages due to interruption of Services.

11. WARRANTY AND DISCLAIMER. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. eLumen warrants that during the Term (i) the Software and Services shall perform substantially in accordance with the Agreement, except where non-performance is not material; and (ii) the functionality of the Software and Services will not be materially or substantially decreased during the Term and shall meet the service levels set forth in the Service Level Agreement (Section 10). eLumen warrants that during the Term of this Agreement installers and/or executables made available by eLumen to the Client are free from material defects in workmanship. eLumen

further warrants that during the Term of the Agreement the Software and Services shall operate materially and substantially in accordance with the functional specifications in the Agreement under normal, proper and intended usage and that the Software and Services do not contain any malicious code, computer worms, viruses or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind. eLumen further warrants that (a) eLumen has the right to possess, use and license the Services to Client for the purposes contemplated herein and stated in the Agreement and (b) that to eLumen's knowledge, the Software and Services do not infringe any copyright, trademark or trade secret of any third party; provided, however, that notwithstanding any other terms of this Agreement to the contrary, eLumen shall have no obligation to Client with respect to any claim that arises from any modification of the Software and Services by Client or any third party not authorized by eLumen. eLUMEN® DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT eLUMEN® WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT eLUMEN® DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. eLUMEN® IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND eLUMEN® HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. eLUMEN® SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

12. LIMITATION OF LIABILITY. IN NO EVENT WILL eLUMEN'S LIABILITY UNDER OR RELATING TO THIS AGREEMENT OR ANY USE MADE BY THE CLIENT OR ANY AUTHORIZED USERS OF THE SOFTWARE OR RELATED SERVICES OR ANY PART THEREOF EXCEED THE AMOUNT CLIENT ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM UP TO BUT NOT EXCEEDING THE AMOUNT OF eLUMEN'S INSURANCE COVERAGE FOR SUCH CLAIM. CLIENT AGREES THAT IN NO EVENT SHALL eLUMEN® OR ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS BE LIABLE TO CLIENT, OR ANYONE CLAIMING THROUGH CLIENT, FOR (A) CLIENT'S INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS; OR (B) FAILURE BY CLIENT TO COMPLY WITH CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT, AND/OR APPLICABLE STATE, FEDERAL OR INTERNATIONAL LAW AND REGULATION; OR (C) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE TYPE OF CLAIM FROM WHICH THEY ARISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE.

13. CONFIDENTIAL INFORMATION. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), each party agrees, during the term of this Agreement and for five (5) years after termination or expiration of the Agreement, that it will protect the other party's Confidential Information in strict confidence with the same standard of care it uses to protect its own Confidential Information or in a commercially reasonable manner, whichever is greater, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Except as allowed in this Agreement, neither party will use or disclose Confidential Information, except to Affiliates, employees, and agents who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees, and agents to which it has disclosed Confidential Information) may use Confidential Information only to exercise rights and to fulfill its obligations under this Agreement, while using reasonable care to protect such Confidential Information. To the extent of any conflict between this Section 13 and Section 7 hereof, Section 7 will control. As noted above, It is understood that the each party is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*).

14. INDEMNIFICATION. eLumen shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a

third party, excluding such claims caused by the Client. Additionally, eLumen agrees to and does hereby indemnify, hold harmless and defend Client and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of eLumen, or any person, firm or corporation employed by eLumen, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Client's property, except for liability for Damages which result from the Client or its officers, employees or agents. eLumen® and Client (each an "Indemnifying Party") will defend the other party ("Indemnified Party") against any claim, demand, suit or proceeding made or brought against Indemnified Party by a third party arising out of the Indemnifying Party's actual or alleged negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party (a "Claim"), and will further indemnify the Indemnified Party from any damages, attorney fees and costs finally awarded against the Indemnified Party as a result of, or for any amounts paid by Indemnified Party under a court-approved settlement of, a Claim.

- 15. COMPLIANCE WITH APPLICABLE LAWS.** Except as noted in VPAT supplied to client, each party agrees to comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to provision and use of the Services and Software covered by this Agreement. eLumen certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Client Data and, except as noted in VPAT supplied to client eLumen will comply with all such requirements. eLumen and all eLumen's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- 16. ACCESSIBILITY OF INFORMATION TECHNOLOGY.** eLumen hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. eLumen agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. eLumen further agrees to indemnify and hold harmless the Solano Community College District, the Chancellor's Office of the California Community Districts and any California community District using the Service Provider's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.
- 17. INSURANCE.** eLumen agrees to carry, in full force and effect, at eLumen's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) a comprehensive Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, broad form property and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000) and (iv) Cyber Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and aggregate for the policy period to cover claims involving Network Security, Privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, Business Interruption, Cyber Extortion, Denial of Service and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and

Public Relations support following an incident or breach. eLumen agrees to name Client as an additional insured under said policies.

- 18. AUDIT.** eLumen security procedures, financial records and supporting documents shall be available for inspection, reproduction and audit by the Client or its auditors at Client's request.
- 19. TIME IS OF THE ESSENCE.** Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
- 20. INDEPENDENT CONTRACTOR.** For purposes of this Agreement, all persons employed by eLumen in the performance of services and functions with respect to this Agreement shall be deemed employees of eLumen and no eLumen employee shall be considered as an employee of the Client under the jurisdiction of Client, nor shall such eLumen employees be entitled to benefits of any kind or nature normally provided employees of the Client and/or to which Client's employees are normally entitled, including, but not limited to, State Unemployment Compensation, Worker's Compensation, or have any Client pension, civil service, or other status while an employee of the eLumen. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Client and eLumen.
- 21. ATTORNEY FEES.** If any legal action is necessary to enforce this License, the prevailing Party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.
- 22. NOTICE.** All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the Parties at the respective addresses set forth above or to such other address as the Party to receive the notice has designated by notice to the other Party. Notices sent to Client shall be sent to the attention of the Assistant Superintendent/Vice President, Business Services.
- 23. GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of California. Each of the Parties consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address at which it is to receive notice as provided herein.
- 24. SEVERABILITY.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 25. NON-DISCRIMINATION.** eLumen agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
- 26. NO WAIVER.** The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- 27. NON-EXCLUSIVITY.** eLumen acknowledges that Client may enter into Contracts with other parties for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

28. COMPLETE AGREEMENT. Appended to this Agreement is Schedule A, the Fee Schedule and together this Agreement and the Fee Schedule comprise the complete agreement of the Parties. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

29. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by either party hereto without the prior written consent of the other party; provided, however, this Agreement may be assigned by eLumen® to an Affiliate or any person or entity which succeeds to the interests of eLumen® by reason of a merger, consolidation, or reorganization involving eLumen® or a sale of all or substantially all of the assets or equity of eLumen®. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

30. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

31. SURVIVAL. The following Sections will survive expiration or termination of this Agreement: 1, 5(I), 5(J), 8, 9(C), 11 through 14, 23, 24, and 26 through 31.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

For eLumen®, Inc.:	For Solano Community College
<u>Name:</u>	<u>Name:</u> Celia Esposito-Noy, Ed.D.
<u>Title:</u>	<u>Title:</u> Superintendent-President
<u>Date:</u>	<u>Date:</u>

Schedule A

TERM and FEE SCHEDULE

Effective Date: Jun 6, 2019

1. **Term** The initial term of this Agreement shall 3 years (36 months).
2. **Payment Term:** At execution of the contract.
3. **Fees:** Fees for eLumen® Software modules are detailed below. The actual fees accrued for eLumen® Software will vary based on the modules and number of FTES licensed to Client.

Product Description	Qty	Units	Jun 6, 2019 - Jun 5, 2020	Jun6, 2020 - Jun 5, 2021	Jun 6, 2021 - Jun 5, 2022
ELUMEN ASESSMENT & PLANNING MODULE (ENTERPRISE)	1	EA	\$24,000	\$24,000	\$24,000
ELUMEN CURRICULUM & CATALOG MODULE (ENTERPRISE)	1	EA	\$24,000	\$24,000	\$24,000
IMPLEMENTATION SERVICES - ASSESSMENT & PLANNING MODULE	1	EA	\$15,000		
IMPLEMENTATION SERVICES - CURRICULUM & CATALOG MODULE	1	EA	\$10,000	-	-
TOTALS:			\$73,000	\$48,000	\$48,000

4. **The Standard Onboarding Support Package** includes all reasonably necessary consultation requested in connection with use of the Professional Services stated in the eLumen Standard Onboard description below:
5. This includes:
 - Technical support for the initial data load and system configuration
 - Best practices assistance for entering or uploading student learning outcomes
 - Initial change management planning
 - Initial training each for the data steward, coordinator, and faculty member roles or those that will be administrating and using the eLumen software
6. **Additional Support** Requests for support that are beyond the scope of Standard Onboard Support described above (“Additional Support”) may be made and shall be at billed at \$140/hours

7. Fee Schedule Changes Except as provided in Section 3a of the Agreement, this Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen[®], Inc.:	For Solano Community College
<u>Name:</u>	<u>Name:</u> Celia Esposito-Noy, Ed.D
<u>Title:</u>	<u>Title:</u> Superintendent-President
<u>Date:</u>	<u>Date:</u>

Schedule B

eLumen, Inc.

**End User License Agreement and
Terms and Conditions of Website Use
(including Acceptable Use Policy)**

Last Modified: 09/01/2018

This End User License Agreement and Terms and Conditions of Use ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and eLumen, Inc. ("**Company**"). This Agreement governs your use of the eLumen software (the "**Service**") through the eLumen website located at [URL] ("**Site**").

BY CLICKING THE "AGREE" BUTTON YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF AGE OF MAJORITY OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

1. License Grant. Subject to the terms of this Agreement and authorization by your sponsoring educational institution ("**Sponsor**"), Company grants you a limited, non-exclusive, and non transferable license (without a right to sublicense) to:

- a. use the Service for your personal, non-commercial, educational use on a device owned or otherwise controlled by you ("**Device**") strictly in accordance with this Agreement; and
- b. access, stream, and use on such Device the Content (as defined in Section 6) made available in or otherwise accessible through the Service, strictly in accordance with this Agreement to such Content as set forth in Section 6.

2. License Restrictions. Licensee shall not:

- a. copy any Content of the Service, except as expressly permitted by this license;
- b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Service;
- c. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Service or any part thereof;
- d. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Service, including any copy thereof;
- e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service, or any features or functionality of the Service, to any third party for any reason, including by making the Service available on a network where it is capable of being accessed by more than one device

at any time; or

f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Service.

3. Reservation of Rights. You acknowledge and agree that the Service is provided under license, and not sold, to you. You do not acquire any ownership interest in the Service under this Agreement, or any other rights thereto other than to use the Service in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company reserves and shall retain its entire right, title, and interest in and to the Service, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. The Service. Through the Service, you may upload information and documents, view information posted by Sponsor or another user and in certain circumstances interact with other users. Generally, your rights to the Service will be “read only” in nature. The Company may expand or contract the Service at any time in its discretion, and this Agreement will automatically apply to the Service in its current iteration.

a. We do not take part in the interaction between users and Sponsor. Your interactions with other users or the Sponsor are solely between you and such user or Sponsor, and Company shall not be responsible for any loss or damage incurred as the result of any such interactions. When interacting with other users you should exercise caution and common sense to protect your personal safety, information and property. If there is a dispute between you and any user, Company is under no obligation to become involved, but reserves the right to do so. The Company's responsibilities are limited to making the Site and Service available. We do not have control over and we make no representations regarding information posted or uploaded to the Site by you, other users or the Sponsor.

b. In order to use the Service, you must first register for an account ("**Account**") and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. You also acknowledge that your account is personal to you and, except as contemplated by this Agreement, you agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information

c. You may upload or post information to the Site. By posting information to the Site, you agree that (i) you are solely responsible for the accuracy and completeness of such information; and (ii) the Company may remove any information posted with or without notice at any time for any reason. You agree that the Company will not be liable to you or to any third party for any removal of such information or any part thereof.

d. You agree not to create an Account or use the Site or Service if you have been previously

removed by us or banned by Sponsor. The Company reserves the right, in its sole discretion, to suspend or terminate your Account and refuse any and all current or future use of the Site or Service (or any portion thereof) at any time for any reason. You agree that the Company will not be liable to you or to any third party for any suspension or termination of your Account or any refusal of any use of the Site or Service (or any portion thereof). Information on your profile may include information and content you provide ("**Profile Information**"). The Company reserves the right in its sole discretion to remove Profile Information at any time for any reason. You agree that the Company will not be liable to you or to any third party for such removal. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

5. User Acknowledgements. You acknowledge that when you use the Service, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Service. You also may be required to provide certain information about yourself as a condition to the Service or certain of its features or functionality, and the Service may provide you with opportunities to share information about yourself with others. Please read this Agreement carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with the terms and conditions set forth in this Agreement, and our policies and practices, your choice is not to use our Site. By accessing the Site, using the Service, and providing information to or through this Service, you consent to all actions taken by Company with respect to your information in compliance with this Agreement. No security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Site with whom you may choose to share information. The information you choose to share is at your own risk and we cannot and do not guarantee that your information will not be viewed by unauthorized persons.

6. Content. The Service may provide you with access to the Site and products and services accessible thereon, and certain features, functionality, and content (including End User Content) accessible on or through the Service may be hosted on the Site (collectively, "**Content**").

7. User Content.

a. Ownership. Each End User owns its own End User Content (defined below). By making available your End User Content on or in the Site or Service, you represent that you own or have all rights necessary to make available your End User Content.

b. End User Content. "End User Content" means any and all information and content that an End User submits to, or uses with, the Site or Service (e.g., content in the user's profile or postings). All User Contributions must comply with the Content Standards and Acceptable Use Policy set out in this Agreement. You are solely responsible for your End User Content. Because you alone are responsible for your End User Content, you may expose yourself to liability if, for example, your End User Content violates the Content Standards and Acceptable Use Policy. The Company is not obligated to backup any End User Content, and your End User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your End User

Content if you desire. The Company has no responsibility or liability for the deletion or accuracy of any End User Content; the failure to store, transmit, or receive transmission of End User Content. You acknowledge that the Company has no obligation to pre-screen End User Content, although the Company reserves the right in its sole discretion to pre-screen, refuse, or remove any End User Content at any time for any reason. PLEASE MAKE SURE THAT YOU ONLY PROVIDE INFORMATION TO THE SERVICES THAT YOU ARE ALLOWED TO PROVIDE WITHOUT VIOLATING ANY OBLIGATIONS YOU MIGHT HAVE TOWARDS A THIRD PARTY, INCLUDING ANY CONFIDENTIALITY OBLIGATIONS. PLEASE DO NOT PROVIDE ANY INFORMATION THAT YOU ARE NOT ALLOWED TO SHARE WITH OTHERS, INCLUDING BY CONTRACT OR LAW; PLEASE NOTE THAT ANY INFORMATION YOU PROVIDE WILL BE ACCESSIBLE BY USERS OF THE SITE AND SERVICES.

c. Distribution of End User Content. You may share End User Content with third parties of your choice by sending a link to your End User Content. You do so at your own risk. The Company is not responsible for any loss of privacy, data or any other issues that arise as a result of you sharing End User Content with third parties.

d. License. By providing any End User Content on the Site, you grant us and Sponsor and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose within the Site and End User Content. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your End User Content.

e. Content Standards and Acceptable Use Policy. The following terms constitute our content standards and "Acceptable Use Policy":

- i. You agree not to use the Site or Service to collect, upload, transmit, display, or distribute any content (A) that violates the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (B) that contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (C) that promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age (D) that exploits, harms, or attempts to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise is harmful to minors in any way; (E) that is in violation of any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries), regulation, or obligations or restrictions imposed by any third party; (F) that is likely to deceive any person; (G) that promotes any illegal activity, or advocates, promotes, or assists any unlawful act; (H) that causes annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; or (H) that impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- ii. In addition, you agree not to: (A) use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other user's use of the Site, including their

ability to engage in real time activities through the Site; (B) use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (C) use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent; (D) use any device, software, or routine that interferes with the proper working of the Site; (E) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (F) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site; (G) attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (H) otherwise attempt to interfere with the proper working of the Site

f. Enforcement. We reserve the right (but have no obligation) to review any End User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your End User Content, recalling any End User Content, terminating your Account, removing your access and/or reporting you to Sponsor and/or law enforcement authorities. Similarly, we have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us or the Sponsor, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement

8. No Support; Updates. Company may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the Service and be subject to all terms and conditions of this Agreement. You acknowledge and agree that the Company will have no obligation to provide you with any support or maintenance in connection with the Site or Service. The Company reserves the right, at any time, to modify, suspend, or discontinue the Site or Service (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or Service or any part thereof. In the event the Company decides to offer an Update, you agree that the Company may amend this Agreement in connection with such Update without specific notice to you and that your use of the Site or Service following such Update is conditioned upon your acceptance of any revised Agreement terms. By using the Site or Service following an Update, you are representing that you have reviewed the then-current version of the Agreement and the modified terms and agree to be bound by such version. All Updates will be governed by the version of this Agreement published by the Company as of the date you use the Site or Service following such update.

9. Third-Party Materials. The Service may display, include, or make available third-party content (including data, information, services, and other products, services, and/or materials) or provide links to third-party Sites or services, including without limitation content from Sponsor ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect

thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. All statements and/or opinions expressed in these materials, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company.

10. Term and Termination; Access to the Site.

- a. The term of this Agreement commences when you click to agree to this Agreement and will continue in effect until our agreement with the Sponsor is terminated or as set forth herein or per Sponsor's request, at which point this Agreement and your access to the Site shall terminate.
- b. You may terminate this Agreement by deleting your account from the Service.
- c. Your access to the Site will terminate upon request by the Sponsor.
- d. This Agreement and your access to the Site will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Notwithstanding anything to the contrary, the Company may terminate this Agreement at any time in its sole discretion if the Company deems any content uploaded to the Service to be inappropriate, obscene, inflammatory, illegal, or if your use of the Service disrupts or causes a malfunction of the Service.
- e. Upon termination, all rights granted to you under this Agreement will also terminate.
- f. Termination will not limit any of Company's rights or remedies at law or in equity.

11. Disclaimer of Warranties. THE SERVICE IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SERVICES, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

THE COMPANY DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING IN CONNECTION WITH THE SERVICE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE COMPANY

SERVERS FOR THE RECONSTRUCTION OF LOST DATA

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE OR THE CONTENT FOR:

- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

13. Intellectual Property Rights. We own all right, title and interest, including any related intellectual property rights, in and to the Service, excluding third party content and excluding any End User Content. This Agreement does not give you title to or ownership of any Company technology, intellectual property or Content, or any copies thereof, but only a right of limited remote use under this Agreement. This Agreement does not give the Company title to or ownership of any your content, or any copies thereof, but only a right of limited remote use under this Agreement. We own and have the unrestricted right to implement and use any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to Service, which are provided by you or any other party. The Terms and Conditions of Website Use permit you to use the Site for your personal, non-commercial, educational use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached by your browser for display enhancement purposes. You may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial, educational use and not for further reproduction, publication or distribution. You must not modify any materials from the Site. You must not delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site. If you print, copy, download, or otherwise use or provide any other person with access to any part of the Site in breach of this Agreement, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. Any use of the Site not expressly permitted in this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

14. Trademarks. The Company name, the terms eLumen and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use

such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

15. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Service or your breach of this Agreement, including but not limited to the content you submit or make available through this Service.

16. US Government Rights. The Service is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

17. Export Compliance. The Service and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Service and related technology, as may be required. You will indemnify and hold the Company harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, but not limited to, attorney's fees) arising from or relating to any breach by you of your obligations under this section.

18. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Minneapolis and Hennepin. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Arbitration. At Company's sole discretion, it may require you to submit any disputes arising from the use of this Agreement or the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Minnesota law. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND

CLAIMS OF MORE THAN ONE END USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER END USER.

22. Entire Agreement. This Agreement constitutes the entire agreement between you and Company with respect to the Service and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Service.

23. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

24. Your Comments and Concerns.

a. This website is operated by eLumen, Inc., 514 N. 3rd St., Ste. 203, Minneapolis, MN 55401.

b. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@elumenconnect.com.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: BOARD STUDY SESSION – INMATE AND RE-ENTRY
EDUCATION

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A presentation on the Inmate and Re-Entry Education will be presented by Dr. Shirley Lewis and Dr. Damany Fisher.

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

Shirley Lewis, J.D. and Damany Fisher, Ph.D.

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

May 28, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

June 5, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: BOARD STUDY SESSION – FSUSD EARLY COLLEGE
HIGH SCHOOL

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An update on the Early College High School program will be presented by John Pizzo, Principal.

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

John Pizzo

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

June 5, 2019
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

May 28, 2019
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

District Name: _____

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes
- No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes
 - Method 2 (Board policies and adopted resolutions)
 - Method 3 (Incentives for hard-to-hire areas/disciplines)
 - Method 4 (Focused outreach and publications)
 - Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
 - Method 6 (Consistent and ongoing training for hiring committees)
 - Method 7 (Professional development focused on diversity)
 - Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
 - Method 9 (Grow-Your-Own programs)
- No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: _____ Title: _____

Signature: _____ Date: _____

Chief Human Resources Officer

Name: _____ Title: _____

Signature: _____ Date: _____

Chief Executive Officer (Chancellor or President/Superintendent)

Name: _____ Title: _____

Signature: _____ Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2019

Name: _____ Title: ***President/Chair, Board of Trustees***

Signature: _____ Date: _____

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

Yes

No

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Multiple Method #2

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

Multiple Method #3

Does the District meet Method #4 (Focused outreach and publications)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Multiple Method #4

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

Multiple Method #5

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6

Does the District meet Method #7 (Professional development focused on diversity)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8

Does the District meet Method #9 (Grow-Your-Own programs)?

- Yes**
- No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

Multiple Method #9