

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
INNOVATION AND EFFECTIVENESS GRANT AGREEMENT

Solano Community College District

July 1, 2016 – June 30, 2017

This Innovation and Effectiveness Grant Agreement ("Agreement") is between Santa Clarita Community College District ("SCCCD"), a California community college district and political subdivision of the State of California, and Solano Community College District ("Applicant District"). SCCCD and Applicant District are also referred to collectively as the "Parties" and individually as "Party."

APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES:

1. **Project Implementation** – Applicant District must submit a completed Innovation and Effectiveness Grant Application ("Application") attached hereto as Exhibit A and made a part hereof. Applicant District will work to complete the Project as defined in Application based on College Innovation and Effectiveness Plan.
2. **Grant Funding** – Applicant District shall receive funding in the amount listed on the Application within thirty (30) days of District's receipt of a fully-executed Agreement.
3. **Term** – Applicant District will have a period of twelve (12) months from the date of last signature on this Agreement to expend the funds received through the Institutional Effectiveness Partnership Initiative (IEPI) program ("Term"). Any request for extension will be subject to the written approval of SCCCD. Any unused funds will be required to be returned per SCCCD's directions.
4. **Quarterly Reports** – Applicant District agrees to complete and submit quarterly progress and expenditure reports beginning the end of the first full quarter, documenting the progress and funds expended to date per the Application within twenty (20) days of the end of each quarter. The end dates of each quarter are as follows: March 31, June 30, September 30 and December 31. Applicant District must use the Quarterly Report template attached hereto as Exhibit B. If Applicant District's quarterly expenditures are lower than expected, Applicant District must provide additional information and indicate the timeframe in expending the balance.
5. **Final Report** – Applicant District agrees to complete and submit a report to SCCCD, documenting the impact and results of the College Innovation and Effectiveness Plan and grant funding, and the final accounting within twenty (20) days of the end of the twelve (12) month Term, including proof of expenditure i.e., District check, and invoice. Applicant District must use the template attached hereto as Exhibit B.
6. **Document Retention** – In accordance with State requirements regarding the use of Grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by SCCCD, Chancellor's Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the Grant.
7. **Changes to Application/Agreement** – Applicant District understands and agrees that no changes will be made to the approved expenditures after SCCCD has approved the Application without written authorization by SCCCD. Unauthorized changes will not be paid by SCCCD.
8. **Regulatory Compliance** – By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District's policies and procedures.
9. **Indemnification** – Applicant District agrees to defend, hold harmless and indemnify SCCCD, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Applicant District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by SCCCD. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

SCCCD agrees to defend, hold harmless and indemnify Applicant District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by SCCCD, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Applicant District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
10. **Assumption of Risk** – Applicant District hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action occurring to Applicant District arising in any way whatsoever as a result of engaging in the activities described in the Application

or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. Applicant District does for itself, its heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for itself, and agrees that under no circumstances will it or its heirs, executors, administrators and assigns prosecute, present any claim against the SCCCD or any of its officers, agents, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.


11. **Trademark/Logo Use.** Applicant District must obtain written approval from SCCCD's Public Information Office ("PIO") to use the SCCCD's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Applicant District with camera-ready artwork for such use.
12. **Creative Commons Attribution License:** Applicant District agrees that any works created under the institutional Effectiveness and Technical Assistance Grant funded by the California Community Colleges Chancellor's Office carries the Creative Commons Attribution License that gives permission to the public to reproduce, distribute, perform, display, or adapt the licensed materials for any purpose so long as the user gives attribution to the author.
13. **Termination.** Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, SCCCD shall compensate Applicant District only for services satisfactorily rendered to the date of termination. Written notice by SCCCD shall be sufficient to stop further performance of services by Applicant District. In such case, notice shall be deemed given when received by the Applicant District or no later than three (3) days after the day of mailing, whichever is sooner.
14. **Assignment.** The obligations of the Applicant District pursuant to this Agreement shall not be assigned by the Applicant District without the express, written approval of the SCCCD.
15. **Compliance With Applicable Laws.** The Applicant District's obligations completed herein must meet the approval of the SCCCD and shall be subject to the SCCCD's general right of inspection to secure the satisfactory completion thereof. Applicant District 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 Applicant District, Applicant District's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
16. **Permits/Licenses.** Applicant District and all Applicant District'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.
17. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the Parties after the release of this Agreement. 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.
18. **Non-Discrimination.** Applicant District agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by SCCCD, 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.
19. **Non-Waiver.** The failure of SCCCD or Applicant District to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
20. **Notice.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

District: Santa Clarita Community College District
Attn: Assistant Superintendent/VP Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3476
Fax: (661) 362-5480

Applicant District: Solano Community College District
Celia Esposito-Noy, Superintendent-President
4000 Suisun Valley Road
Fairfield CA 94534-3197
707.864.7299
Celia.Esposito-Noy@solano.edu

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

- 21. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 22. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

APPLICANT DISTRICT BOARD-AUTHORIZED APPROVER	SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BY: 	BY: _____
Signature of Authorized Representative	Signature of Authorized Representative
Print Name Celia Esposito-Noy	Print Name Barry Gribbons
Print Title Superintendent-President	Print Title Deputy Chancellor
Date 6/20/16	Date _____

SCCCD Board Approval Date: August 12, 2015


4. Tax Certification: SUBSTITUTE IRS FORM W-9 (Rev. December 2014), Request for Taxpayer Identification Number and Certification			
Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Solano Community College District			
Business name/disregarded entity name, if different from above			
Print or type	<input type="checkbox"/> Individual/Sole Proprietor or single-member LLC - Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ <input checked="" type="checkbox"/> Other ▶ <u>two-year college</u>		Exemptions (codes apply only to certain entities, not individuals) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Check appropriate box for federal tax classification; check only one of the following seven boxes:		
Address (number, street, and apt. or suite no.) 4000 Suisun Valley Road		Requester's name and address: Santa Clarita Community College District 28455 Rockwell Canyon Road Santa Clarita, CA 91365	
City, state, and ZIP code Fairfield CA 94534-3197			
Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3 of the complete IRS Form W-9 (see link below). For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3 of the complete IRS Form W-9 (see link below). Note. If the account is in more than one name, see the chart on page 4 of the complete IRS Form W-9 (see link below) for guidelines on whose number to enter. Instructions: See complete 0105 Form W-9 Request for Taxpayer Identification Number and Certification at www.irs.gov/forms/pubs/index.html .		Social Security Number Or Employer Identification Number 3 7 1 5 3 0 2 0 5	
Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined in the complete IRS Form W-9); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification Instructions. You must cross out the Business name/disregarded entity name above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, the Business name/disregarded entity name does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions, page 3 of the complete IRS Form W-9.			
Sign Here	Signature of U.S. person ▶ 		Date ▶ 6/20/16

EXHIBIT A

Innovation and Effectiveness Grant Application (Including Attachment A and Attachment B)

EXHIBIT B

IEPI Innovation and Effectiveness Grant Progress Report

Object of Expenditure	Budget	1 st Quarter Expenditure	1 st Quarter Balance	2 nd Quarter Expenditure	2 nd Quarter Balance	3 rd Quarter Expenditure	3 rd Quarter Balance	Final Expenditure	Final Unspent Balance
1000 Instructional Salary	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
2000 Noninstructional Salary	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
3000 Employee Benefits	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
4000 Supplies and Materials	74,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
5000 Other Operating	76,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
6000 Capital Outlay	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
7000 Other Outgo	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]
Total	150,000	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]

Summary of Implementation of activities and expenditures: [INSERT]

If expenditures are lower than expected, or might appear to be lower than expected given the reporting period, please include a short description of the expected expenditures through the remaining period of the grant, and indicate whether you expect there to be an unexpended balance at the end of the one-year period of your grant:

[INSERT]



Attachment B: Innovation and Effectiveness Plan
Institutional Effectiveness Partnership Initiative
Partnership Resource Teams
College Innovation and Effectiveness Plan
Date: 6/12/16



Name of Institution: Solano Community College District

Area of Focus	Objective	Responsible Person(s)	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
1. Budget Development	<ol style="list-style-type: none"> 1. Implement budget process that aligns with college planning and goals. 2. Ensure college community is aware of budget processes. 3. Comprehensive budget process includes guidelines for categorical and one-time funds. 	VP Bus. Svcs. VPAA, VPSS Sup-Pres Management Team	Fall 2016	<ol style="list-style-type: none"> a. Discuss with managers previous challenges with budgeting. b. Assess current budget process and schedule in consultation with Senate and staff. c. Develop budget process and schedule. d. Disseminate budget development process to college community. 	<ol style="list-style-type: none"> a. Budgets are prepared by July 1. b. Budget Committee provides information sessions. c. Budget development and allocation aligns with college goals. d. Process is shared broadly and assessed. 	<ol style="list-style-type: none"> a. Spring 2016 and ongoing b. Spring 2016 and ongoing c. Spring 2016 In progress d. Fall 2016
2. Hiring and Staffing	<ol style="list-style-type: none"> 1. Develop protocol for emergency faculty hires. 2. Develop protocol for temp classified hires. 3. Review HR processes to ensure diverse, qualified applicant pools. 4. Assess current staffing capacity for current and future projects, complete an organizational review of staffing and institutional effectiveness. 	Sup-Pres VPs HR staff Management Team	Fall 2016	<ol style="list-style-type: none"> a. Work with HR and Senate to review, revise, and come to consensus on protocol. b. Work with HR and managers to review and revise protocol; inform staff. c. Review recruitment plans for all hiring; document efforts; review applicant pools and interview committees. d. Review and revise current organizational staffing with VPs and Deans to ensure capacity; propose changes/additions as needed to improve efficiency and effectiveness. 	<ol style="list-style-type: none"> a. Protocol in place, followed, and assessed annually for outcomes. b. Protocol in place, followed, and assessed annually for outcomes including budget implications. c. Recruitment plan developed and assessed after each hiring phase; increase in diverse faculty and faculty with diverse experiences. d. Staff recommendations developed and capacity and effectiveness assessed. 	<ol style="list-style-type: none"> a. Spring 2016 In progress b. Fall 2016 c. Spring 2016 In progress d. Spring 2016 In progress
3. Integrated planning	<ol style="list-style-type: none"> 1. Align planning with resource allocation in support of college goals. 2. Assess outcomes to determine effectiveness of planning process. 3. Ensure curriculum and programs align with and/or support college goals. 4. Acquire tools for collecting and reporting planning activities and progress and survey for student satisfaction, centered on a database for structured campus-wide use 	Sup-Pres VPs Dean of Planning Management Team Senate	Fall 2016	<ol style="list-style-type: none"> a. Implement college-wide planning summit. b. Review current planning processes for effectiveness and ease of use and review the way in which hiring protocols integrate into the planning processes c. Revise planning steps in consultation with governance groups. d. Provide for implementation, training, review and assessment of planning processes. e. Fully implement CurriUNET Meta and assessment modules. f. Purchase and implement integrated planning data system; purchase and implement student survey tool. 	<ol style="list-style-type: none"> a. Planning summit with outcomes and assessment is implemented b. Review of current planning process is documented and best practices identified c. Revisions to planning processes are documented and assessed annually d. Planning process review and training is provided throughout the year to managers, faculty, and staff and input collected for future improvements e. CurriUNET fully utilized f. Integrated planning system identified and implemented; student survey implemented and results analyzed 	<ol style="list-style-type: none"> a. Spring 2016 b. Spring 2016 c. Fall 2016 d. Fall 2016 e. Spring 2016 f. Fall 2016

Area of Focus	Objective	Responsible Person(s)	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
4. Enrollment Management	<p>1. Increase FTES, in part by understanding student experience.</p> <p>2. Improve outreach efforts.</p> <p>3. Improve retention and completion rates.</p> <p>4. Improve efficiency and use of resources.</p> <p>5. Ensure course offerings align with student need.</p> <p>6. Ensure facilities align with teaching and learning outcomes.</p> <p>7. Increase number of full-time students.</p>	<p>Sup-Pres</p> <p>VPs</p> <p>Management Team</p> <p>Admissions and Outreach staff</p> <p>Faculty coordinators</p> <p>Senate</p> <p>Bond Manager</p> <p>Facilities Director</p>	<p>Summer 2016</p> <p>Fall 2016</p> <p>Spring 2017</p>	<p>a. Facilitate enrollment management workshop and implement strategies; identify potential students and expand offerings.</p> <p>b. Implement Super Saturdays; host high school outreach activities; increase efforts in support of dual enrollment.</p> <p>c. Implement efforts to improve retention and completion rates; provide support for efforts including embedded interventions, learning communities, etc.</p> <p>d. Enforce class caps (rather than class floor).</p> <p>e. Ensure course offerings support completion of degrees, certificates, transfer, job placement.</p> <p>f. Address facilities' needs through deferred maintenance, small cap project funds, and bond funds.</p> <p>g. Identify and notice students below 12 units for fall and spring.</p> <p>h. Survey students and use results to improve planning and services.</p>	<p>a. FTES increases by 2% for 2016-17 academic year.</p> <p>b. More than 500 feeder high school seniors provided assessment, orientation, SEP services and are eligible for priority registration.</p> <p>c. Identify outcomes for various interventions and develop plan for expanding successful interventions.</p> <p>d. Classes meet class caps.</p> <p>e. Class schedules are reviewed by instructional and counseling faculty and "pilot" class schedules made available to first-time freshmen.</p> <p>f. Library Bldg improvements made.</p> <p>g. Increase in number of full-time students.</p> <p>h. CCSSE/SENSE or other student survey completed and data analyzed.</p>	<p>a. In progress for summer and fall 2016</p> <p>b. In progress spring 2016</p> <p>c. Summer and fall 2016</p> <p>d. Summer, spring, fall 2016-17</p> <p>e. Spring 2016 in progress for summer and fall classes</p> <p>f. Spring and summer 2016 in progress</p> <p>g. Fall 2016, spring 2017</p> <p>h. Fall 2016, spring 2017</p>

Request for IEPI Resources to Support College Innovation and Effectiveness Plan

Area(s) of Focus	Objective(s)	Description of Resource Needed	Cost of Resource
Integrated planning, Enrollment management	<p>Acquire tools for collecting and reporting planning activities and progress and survey for student satisfaction; increase FTES, in part by understanding student experience</p>	<p>CCSSE/SENSE/COFSSE deployment; administer SENSE in Fall of 2016 to new students, CCSSE and COFSSE in Spring 2017 to continuing students and faculty; analyze results of student reported data; tools and staffing needed.</p>	\$16,000
Comprehensive budget development, Integrated planning, Enrollment management	<p>Implement budget process that aligns with college planning and goals; Align planning with resource allocation in support of college goals; Acquire tools for collecting and reporting planning activities and progress; Organizational review. Assess and evaluate organizational capacity. Develop strategies and tools to improve effectiveness. Align planning and resource allocation in support of college goals.</p>	<p>Facilitation for planning summit, enrollment management workshops; assistance to address structural deficit; IT assessment and assistance; PD for faculty and staff; training to expand capacity and knowledge; planning software for tracking progress; tools and staffing needed.</p>	\$60,000
Comprehensive budget development, Integrated planning, Enrollment management	<p>Acquire tools for collecting and reporting planning activities and progress; Implementation of a planning and assessment database to promote structure, consistency, and ease of operation in planning, assessment, and budgeting processes</p>	<p>Purchase of a planning and assessment database; implement and provide training; tools and staffing needed.</p>	\$44,000
Integrated planning, Enrollment management	<p>Acquire tools for collecting and reporting planning activities and progress; Implementation of a module to add to existing CURRUNET to upload SLO assessment results for ease of analysis and to map SLO assessments to PLO and ILO data</p>	<p>CumUNET assessment module through Govenet vendor; fees include building the module to specifications, hosting the database, providing training sessions</p>	\$30,000
Total IEPI Resource Request (not to exceed \$150,000 per college)			\$150,000

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRICT MISSION

1003

POLICY: Mission Statement –

Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to student learning and achievement and to helping our students achieve their educational, professional, and personal goals. Solano transforms students' lives with undergraduate education, transfer courses, career-and-technical education, certificate programs, workforce development and training, basic-skills education, and lifelong-learning opportunities.

The mission is evaluated and revised on a regular basis.

**REFERENCES/
AUTHORITY:**

ACCJC Accreditation Standard I.A

BP 1003

ADOPTED: June 6, 2007

REVISED: June 6, 2007; March 17, 2010, Reviewed June 2, 2010;
December 19, 2012; Revised June 15, 2016