

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2007-08

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Mary Gumlia	TRIO Grant	6/1/08 – 6/30/08	\$ 63.43

EMPLOYMENT 2008-09

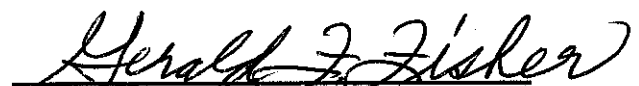
Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jonathan Barby	Computer Lab Technician, Math Activities Center	9/18/08

Temporary Assignment

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Terri Pearson-Bloom	Assistant to the Athletic Director	8/1/08 – 12/31/08	\$ 2,500.00 stipend to be paid \$ 500.00 month
Scott Stover	Assistant to the Athletic Director	8/1/08 – 12/31/08	\$ 2,500.00 stipend to be paid \$ 500.00 month

Richard Christensen, Ed.D.
 Director of Human Resources


GERALD F. FISHER
 Superintendent/President

August 22, 2008
 Date Submitted

August 22, 2008
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
September 3, 2008
Page 2

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Susan Beavers	Registration Aide	8/11/08 – 6/30/09	\$ 10.00
Glenn Burgess	Summer Hiring Committee, Health Occupations	7/1/08 – 8/15/08	\$ 63.43
Theresa DiResta	Summer Hiring Committee, Health Occupations	7/1/08 – 8/15/08	\$ 63.43
Iris Floyd	Instructional Assistant, Basic Skills Initiative	9/4/08 – 12/17/08	\$ 14.31
Michelle Ramos	Substitute Science Lab Tech	8/18/08 – 10/31/08	\$ 18.23
Jackie Rock	Summer Hiring Committee, Health Occupations	7/1/08 – 8/15/08	\$ 63.43
Lisa Romero	Summer Hiring Committee, Health Occupations	7/1/08 – 8/15/08	\$ 55.76

Nursing Expansion Grant

Joyce Averett	Skills Lab Instructor, Health Occupations	8/18/08 – 5/22/09	\$ 55.76
Helen Ritchey	Skills Lab Instructor, Health Occupations	8/18/08 – 5/22/09	\$ 63.43
Christine Wuoltee	Skills Lab Instructor, Health Occupations	8/18/08 – 5/22/09	\$ 48.07

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Pete Maspaitella	Co-present, "PRIDE" Pre-Service for Foster & Adoptive Parents	9/11/08 – 9/23/08 10/2/08 – 10/30/08	\$ 540.00 \$ 900.00
D. Mary Ann Turley	Co-present, "Kinship Support & Information"	9/10/08 – 9/24/08 10/1/08 – 10/22/08	\$ 540.00 \$ 720.00
Tamika Wright	Co-present, "Kinship Support & Information"	9/10/08 – 9/24/08	\$ 720.00
	Co-present, "PRIDE" Pre-Service for Foster & Adoptive Parents	10/2/08 – 10/30/08	\$ 1,260.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
September 3, 2008
Page 3

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<u>Fine & Applied Arts/Behavioral Sciences</u> <u>Leslie Rota, Responsible Manager</u>			
<i><u>Foster & Kinship Care</u></i>			
Debbi Davis	Present, What Does "Special Needs" Mean?	9/16/08	\$ 375.00
	Present, Medical equipment, supplies and special materials and Rights of a Special Needs Child	10/7/08 – 10/21/08	\$ 750.00
	Creating a Medical Information and History Binder and Inclusion and the Special Needs Child	11/4/08 – 11/18/08	\$ 750.00
	Present, Case Presentations and Scenario Discussion Recommendations, Quiz & Evaluation	12/2/08 – 12/16/08	\$ 750.00
Doug Tawlks	Present, Taming Your Dragon	9/16/08	\$ 240.00
<u>Small Business Development Center</u> <u>Charles Eason, Responsible Manager</u>			
Sandy Stelter	Consulting & technical assistance, SBDC Program Income	9/4/08 – 12/31/08	\$ 4,400.00
Billy Wigley	Consulting & technical assistance, SBDC Program Income	9/4/08 – 9/30/08	\$ 420.00

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

08/15/08	Vendor Payment	11003277-11003395	\$973,381.08
08/21/08	Vendor Payment	11003480-11003919	\$ 45,687.60

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:
Office of the Superintendent/President
Office of the Vice President of Administrative & Business Services
Library

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

Mazie L. Brewington, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

August 22, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

August 22, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7.(d)
MEETING DATE September 3, 2008

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

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 6 APPROVAL
FOR ALTEN CONSTRUCTION, INC. – BID NO. 08-003**

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 6 to Alten Construction, Inc.'s base contract for the Building 1700A – Gymnasium. Revised contract amount is as follows:

Contract Award Amount	\$ 6,122,433.00	
Prior Change Orders	\$ 662,608.00	
Change Order No. 6	\$ 7,675.00	
Total Change Orders	\$ 670,283.00	10.95% of Contract Award Amount
Revised Contract Amount	\$ 6,792,716.00	

Staff will be at the meeting to answer questions from the Governing Board.

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


Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

August 22, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


GERALD F. FISHER
Superintendent/President

August 22, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

09/03/08 ALTEN CONSTRUCTION, INC PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
74	Provide moisture-resistant gypsum board in Rooms 1745 and 1752.	\$ 797.00	Unforeseen Conditions	It was determined that the gypsum board specified was not appropriate for restroom and shower wall conditions in Rooms 1745 and 1752. The Contractor was directed to replace the gypsum board with a moisture-resistant gypsum board.	6
86	Remove and replace mirrors in Rooms 1704 and 1705.	\$ 4,900.00	Errors & Omissions	It was determined that the location of the mirrors in Rooms 1704 and 1705 were not located as per the plans. The Contractor was directed to remove the existing mirrors and provide new mirrors on the correct wall locations.	6
89	Add offsets to the new ductwork in Room 1746.	\$ 975.00	Unforeseen Conditions	It was determined that the new ductwork would need to be re-routed to avoid conflicts with existing ceiling framing. The Contractor was directed to offset the new ductwork to avoid conflicts with the existing ceiling framing, as directed in the response to Request for Information (RFI) #61.	6
91	Add HVAC dampers and relocate ductwork at Room 1750.	\$ 896.00	Unforeseen Conditions	It was determined that the HVAC system would require additional smoke damper and relocated ductwork to extend through the specified firewall in Room 1750. The Contractor was also directed to add the required ductwork to ensure correct airflow is provided, per response to RFI #59.	6
100	Paint exposed ductwork in Men's Locker Room 1752.	\$ 107.00	Unforeseen Conditions	It was determined that ductwork in the Men's Locker Room 1752 would be installed below the ceiling. The Contractor was directed to paint the ductwork to match additional exposed ductwork, per response to RFI #170.	6
TOTAL		\$ 7,675.00			



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1700 Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 9/3/2008

To Contractor:
 Alten Construction, Inc.
 720 12th Street
 Richmond, CA 94801

Architect's Project No.: 05080.01
 Contract Date: 11/15/2007
 Contract Number: 08-003
 Change Order Number: 06

This contract is hereby revised by the following items:

PCO	Description	Amount
74	Provide moisture resistant gypsum board in Rooms 1745 and 1752.	\$ 797.00
86	Remove and replace mirrors in Rooms 1704 and 1705.	\$ 4,900.00
89	Add offsets to the new ductwork in Room 1746.	\$ 975.00
91	Add HVAC dampers and relocate ductwork at Room 1750.	\$ 896.00
100	Paint exposed ductwork in Men's Locker Room 1752.	\$ 107.00

The original Contract Value was.....	\$	6,122,433.00
Sum of changes by prior Change Orders.....	\$	662,608.00
The Contract Value prior to this Change Order was.....	\$	6,785,041.00
The Contract Value will be changed by this Change Order in the amount of	\$	7,675.00
The new Contract Value Including this Change Order will be.....	\$	6,792,716.00
The Contract duration will be changed by.....		0 Days
The Substantial Completion date as of this Change Order is		2-Feb-09

Alten Construction, Inc.

Contractor
 720 12th Street
 Richmond, CA 94801
 Address
 By _____
 Signature _____
 Date _____

TLCD Architecture

Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gavert
 Signature _____
 Date _____

Solano Community College District

Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM 7.(e)
MEETING DATE September 3, 2008

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

TO: Members of the Governing Board
SUBJECT: CONSTRUCTION CHANGE ORDER NO. 6 APPROVAL
FOR J.W. AND SONS, INC. – BID NO. 08-001

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 6 to J.W. and Sons, Inc.'s base contract for Building 1400. Revised contract amount is as follows:

Contract Award Amount	\$3,265,000.00	
Prior Change Orders	\$ 322,829.00	
Change Order No. 6	\$ 40,245.00	
Total Change Orders	\$ 363,074.00	11.12% of Contract Award Amount
Revised Contract Amount	\$3,628,074.00	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE


Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

August 22, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


GERALD F. FISHER
Superintendent/President

August 22, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

9/3/2008 J. W. AND SONS, INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
12	Re-route site lighting around future Faculty Extension Building pad.	\$ 7,668.00	Unforeseen Conditions	It was determined that the site lighting for Building 1400 had electrical lines placed in the same location as the future Faculty Extension Dining Area. The Contractor was directed to re-route the electrical lines around the future Faculty Dining Area. Per response to Request for Information #12 (RFI #12).	6
21	Add wood trim at case opening for Room 1409.	\$ 731.00	Errors & Omissions	It was determined that the case opening for Room 1409 did not have a specified finish. The Contractor was directed to add wood trim at the case opening to provide a finished opening, per response to RFI #15.	6
63	Revise lighting fixtures in Room 1401.	\$ 507.00	Errors & Omissions	It was determined that the incorrect lighting fixtures were specified for Rooms 1401C and 1401D. The ceiling could not receive the specified light fixtures. The Contractor was directed to change the lighting fixtures to be compatible with the specified ceilings in Rooms 1401C and 1401D, per response to RFI #106.	6
69	Add fire alarm pull station at Room 1401B.	\$ 237.00	Regulatory Agency Requirement	It was determined that a manual fire alarm pull station must be added at Room 1401B, per response to RFI #113.	6
74	Add power and data per District's request to Room 1410.	\$ 6,039.00	Owner Request	It was determined that the Building Users required additional data and power outlets in Room 1410. The Contractor was directed to remove the installed sheetrock and install two data and two power outlets.	6
87	Change specified vinyl flooring in new Bookstore to vinyl wood flooring.	\$ 11,490.00	Owner Request	It was determined by the Building Users that the specified finish flooring required a higher durability. The Contractor was directed to replace the specified flooring with a high quality and durability vinyl wood flooring.	6

9/3/2008 J. W. AND SONS, INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
61	Add projection screen, electrical devices, and smart panel in Room 1405A.	\$ 9,229.00	Owner Request	It was determined that the Building Users required a projector, projection screen, and smart panel at the east wall in Room 1405A. The Contractor was directed to add the electrical power, projection screen, and smart panel per the District's request.	6
45	Move lighting control and HVAC control panels to east wall of Room 1428A.	\$ 4,344.00	Unforeseen Conditions	It was determined that the west wall in Room 1428A scheduled for demolition included the lighting and HVAC control panels. The Contractor was directed to relocate the lighting and HVAC control panels to the east wall of Room 1428A, per response to RFI #59.	6
TOTAL \$ 40,245.00					



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Building 1400 Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 9/3/2008
To Contractor:
 J.W. and Sons, Inc.
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954

Architect's Project No.: 05038.00
 Contract Date: 11/5/2007
 Contract Number: 08-001
 Change Order Number: 06

This contract is hereby revised by the following items:

PCO	Description	Amount
12	Re-route site lighting around future Faculty Extension Building pad.	\$ 7,668.00
21	Add wood trim at case opening for Room 1409.	\$ 731.00
63	Revise lighting fixtures in Room 1401.	\$ 507.00
69	Add fire alarm pull station at Room 1401B.	\$ 237.00
74	Add power and data per District's request to Room 1410.	\$ 6,039.00
87	Change specified vinyl flooring in new Bookstore to vinyl wood flooring.	\$ 11,490.00
61	Add projection screen, electrical devices, and smart panel in Room 1405A.	\$ 9,229.00
45	Move lighting control and HVAC control panels to east wall of Room 1428A.	\$ 4,344.00

The original Contract Value was.....	\$	3,265,000.00
Sum of changes by prior Change Orders.....	\$	322,829.00
The Contract Value prior to this Change Order was.....	\$	3,587,829.00
The Contract Value will be changed by this Change Order in the amount of	\$	40,245.00
The new Contract Value Including this Change Order will be.....	\$	3,628,074.00
The Contract duration will be changed by.....		0 Days
The Substantial Completion date as of this Change Order is		19-Jan-09

J.W. and Sons, Inc.
 Contractor
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954
 Address
 By James Arntz
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gaevart
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM 7.(f)
MEETING DATE September 3, 2008

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

TO: Members of the Governing Board
SUBJECT: CONSTRUCTION CHANGE ORDER NO. 1 APPROVAL
FOR VALLEY CREST LANDSCAPE DEVELOPMENT,
INC. – BID NO. 08-005

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 1 to Valley Crest Landscape Development, Inc.'s base contract for the Athletic Field Renovation Project. Revised contract amount is as follows:

Contract Award Amount	\$ 3,546,000.00	
Prior Change Orders	\$ 0.00	
Change Order No. 1	\$ 27,320.00	
Total Change Orders	\$ 27,320.00	.8% of Contract Award Amount
Revised Contract Amount	\$ 3,573,320.00	
Total Project Budget	\$ 3,817,630.00	

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE


Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

August 22, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


GERALD F. FISHER
Superintendent/President

August 22, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

09/03/08 VALLEY CREST LANDSCAPE DEVELOPMENT, INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
1	Demolish existing archery target concrete foundations.	\$ 2,940.00	Unforeseen Condition	The existing archery targets were required to be relocated to allow for the new football practice field construction. During construction it was observed that the targets had a concrete foundation structure that was not shown on the contract drawings. The concrete foundations required removal. The Contractor was directed to remove the foundations.	1
6	Install one 2" conduit for future data cabling distribution to all fields; Soccer, Baseball, Football, & Softball.	\$ 24,380.00	Owner Request	It was determined that an additional empty conduit should be installed to all of the athletic field areas to allowing for future distribution of data cabling. The Contractor was directed to install one additional 2" empty conduit to all of the athletic fields during the course of their electrical distribution contract work. Approximately 2,500 feet of 2" conduit is to be installed.	1
TOTAL \$ 27,320.00					



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Athletic Field Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 9/3/2008

To Contractor:
 Valley Crest Landscape Development, Inc.
 7039 Commerce Circle, Suite A
 Pleasanton, Ca. 94588

Architect's Project No.: 03172.00
 Contract Date: 3/19/2008
 Contract Number: 08-005
 Change Order Number: 01

This contract is hereby revised by the following items:

PCO	Description	Amount
1	Demolish existing archery foundations.	\$ 2,940.00
6	Install one 2" conduit for future data cabling distribution to all fields: Soccer, Baseball, Football, & Softball.	\$ 24,380.00

The original Contract Value was	\$ 3,546,000.00
Sum of changes by prior Change Orders.....	\$ -
The Contract Value prior to this Change Order was	\$ 3,546,000.00
The Contract Value will be changed by this Change Order in the amount of	\$ 27,320.00
The new Contract Value including this Change Order will be	\$ 3,573,320.00
The Contract duration will be changed by.....	0

Valley Crest Landscape Development

Contractor
 7039 Commerce Circle, Suite A
 Pleasanton, Ca. 94588
 Address
 By Jeffrey A. Colton
 Signature _____
 Date _____

CMX Sports Engineers

Architect
 7740 N. 16th Street, Suite 100
 Phoenix, AZ. 85020
 Address
 By James Perryman
 Signature _____
 Date _____

Solano Community College District

Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM 7.(g)
MEETING DATE September 3, 2008

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF SMALL BUSINESS DEVELOPMENT
CENTER (SBDC) GRANT AGREEMENT WITH SYSTEM
OFFICE**

REQUESTED ACTION: APPROVAL

SUMMARY:

The California Community Colleges System Office has approved renewal of the Solano College Small Business Development Center Grant Agreement #08-311-007 for fiscal year 2008-2009. Funding for the Grant Agreement is through the Economic and Workforce Development Program. The scope of the Grant Agreement will include the provision of entrepreneurial training, one-on-one consulting, technical assistance, referrals, and information dissemination to Solano County small business owners and prospective owners. The amount of the Grant Agreement is \$150,000 and the term is for the period July 1, 2008 through June 30, 2009.

A copy of the grant is available for review in the Office of the Superintendent/President, the Office of the Vice President of Academic Affairs, and in the Office of the Small Business Development Center.

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


Charles Eason, Director
Small Business Development Center
PRESENTER'S NAME

360 Campus Lane, Suite 120
Fairfield, CA 94534
ADDRESS

(707) 864-3382
TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

August 22, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


GERALD F. FISHER
Superintendent/President

August 22, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: THE K-16 BRIDGE PROGRAM CONTRACT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND LEWIS
CENTER FOR EDUCATIONAL RESEARCH**

REQUESTED ACTION: APPROVAL

SUMMARY:

Approval is requested for The K-16 Bridge Program contract between Solano Community College District and Lewis Center for Educational Research. The College will pay Lewis Center a one-time set up fee of \$25,000, due within thirty (30) days of the signing of this agreement, funded through the Solano Community College Educational Foundation. In addition, the College will pay Lewis Center \$25,000 each year for the term of the agreement. The first year of the contract is funded through categorical funds.

Superintendent/President Fisher shared information on The K-16 Bridge Program at the August 20, 2008, Board meeting.

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

Gerald F. Fisher
Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

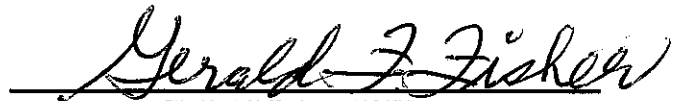
TELEPHONE NUMBER

Administration

ORGANIZATION

August 22, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

August 22, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**THE K-16 BRIDGE PROGRAM
COMMUNITY COLLEGE CONTRACT**

This agreement ("Agreement") is entered into as of the _____ day of _____, 2008, by and between Lewis Center for Educational Research, a non-profit public benefit corporation, having its principal location at 17500 Mana Road, Apple Valley, California 92307 and Solano Community College District, having its principal location at 4000 Suisun Valley Road, Fairfield, California 94534 ("College").

WHEREAS, Lewis Center has the technical skills and expertise to provide a K-16 Bridge Program (services and general program logistics coordination) to College; and

WHEREAS, Lewis Center and College seek to enter into an agreement wherein Lewis Center will provide to College the K-16 Bridge Program as further described herein,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. SERVICES TO BE PERFORMED BY LEWIS CENTER.

Lewis Center shall provide a K-16 Bridge Program to College as follows:

- (a) 2,000 customized and personalized My Mentor website accounts, tailored to the College.
- (b) 2,000 EUREKA career assessment accounts.
- (c) Customized career survey and database for College.
- (d) K-16 Bridge Program training, support, and curricular materials. Training and support will usually be remotely provided, through the use of websites and DVDs.
- (e) Coordinator, Collaboration, and User Conferences for all stakeholders will be held on site at College's request. College must pay for transportation, housing, food, and other costs of presenter.
- (f) Lewis Center will provide a Help Desk for additional support.
- (g) Custom built informational documents for each College department listed on the career survey.
- (h) Updated versions of Bridge and My Mentor, as they become available.
- (i) Research, data reports, and electronic information storage.
- (j) Electronic portfolios for each student, stored by the Lewis Center.
- (k) Colleague-2-Colleague program for teachers with online training and support.
- (l) Bridge Coordinator support program.
- (m) Standards-based lesson plans and activities for elementary and secondary stakeholders (available on disc or online).

- (n) College Day model and support materials.

2. RESPONSIBILITIES OF COLLEGE.

- (a) College will give Lewis Center permission to use College's name, mascot, logo, and images of facilities and students for use by Lewis Center to customize College's My Mentor web pages. Lewis Center may also use College's name, mascot, logo and images of facilities and students to provide clothing, including hats and shirts, to elementary and secondary students and teachers to promote the College.
- (b) College will provide academic and career information to the Lewis Center for the Lewis Center's use in building databases and for research purposes.
- (c) College and its secondary/elementary partners are required to secure permission from parents to allow Lewis Center to use student information for research purposes.

3. RATES.

- (a) College will pay Lewis Center a one-time set up fee of \$25,000, due in full within thirty (30) days of the signing of this Agreement.
- (b) College will pay Lewis Center \$25,000 for each year of the Term of this Agreement, with the first payment due on July 1, 2008, and annually thereafter.

4. TERM. This Agreement is effective upon execution by both of the parties and shall continue in full force and effect for two (2) years.

5. INDEMNIFICATION. Each party agrees to indemnify, defend and hold harmless the other, its respective clients, affiliates, successors, subsidiaries, officers, employees and agents from and against any and all suits, actions, allegations, claims, costs, damages, fees, and judgments by third parties, including court costs and reasonable attorney's fees, resulting from the breach of this Agreement.

6. TERMINATION. This Agreement may be terminated by either party with or without cause, with thirty (30) days prior written notice. Upon termination, Lewis Center will refund any annual fees paid by College pro-rated by monthly amounts based upon the date of termination. The start-up fees will not be refunded. If the termination occurs at a time where the Lewis Center is owed annual fees, all fees due and owing at the time of termination occurs will be paid by College to Lewis Center as pro-rated by monthly amounts based upon the date of termination. For the purposes of this provision, regardless of the time of the month that a termination occurs, Lewis Center shall be deemed to have worked through the end of the month.

7. ASSIGNMENT. Lewis Center or College may not assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

8. AUTHORITY. Each party has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain consent of any person or entity. Each party represents that the execution, delivery, or performance of this Agreement will not result in a breach or contravention of any other contract, obligation, charter, agreement of partnership, or by-laws of either party. This Agreement

constitutes the valid and legally binding obligations of Lewis Center and College, enforceable in accordance with its terms.

9. ENTIRE AGREEMENT. This instrument contains the entire and only agreement between the parties, and no oral statement or representations of prior, written matter not contained herein will have any force or effect. This Agreement may not be modified in any way except by a writing executed by both parties.

10. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of California with venue to be in San Bernardino County, California Attorney's fees may be awarded to the prevailing party.

11. FORCE MAJEURE. Any delay or failure of either Party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, acts of terrorism, labor problems, inability to obtain power, network or electric failures, material, labor, equipment or transportation.

12. OWNERSHIP OF INTELLECTUAL PROPERTY. The Parties agree that the K-16 Bridge Program is the intellectual property of Lewis Center, and as such, all rights, title, and interest in the K-16 Bridge Program and any materials produced by the Program are owned solely by Lewis Center. The College shall have no right to utilize the K-16 Bridge Program, other than as described herein, and may not replicate, sell, or share the K-16 Bridge Program without a separate written agreement between Lewis Center and College

13. CONFIDENTIALITY. Each party agrees that it will not use in any way for its own account or the account of any third party, nor will it disclose to any third party, any confidential information revealed to it by the other party which by its nature should be considered confidential or is identified in writing as confidential prior to disclosure ("Confidential Information"). Confidential Information also includes, without limitation: (i) the terms of this Agreement and the negotiations related to it; (ii) any non-public information concerning either party's business including, without limitation, confidential student information and (iii) information related to the structure and operation of each party's business, including, without limitation, any trade secrets, patents, copyrights, trademarks, procedures, scripts, confidential information, ideas, documentation, marketing, technical and financial information and plans and data related thereto. Each party will take the same precautions it takes to protect the confidentiality of such information as are employed to protect the party's own confidential information of a similar nature, but no less than reasonable care. Confidential Information will only be disclosed to the receiving party's employees who have a specific need to know of the Confidential Information. Each party acknowledges that Confidential Information will not include any information which (a) is or becomes publicly known through no wrongful act of the receiving party; (b) is, at the time of a disclosure, already known to the receiving party without restriction on use or disclosure; (c) is, or subsequently becomes, rightfully and without breach of any obligations or agreement, in the receiving party's possession without any obligation restricting use or disclosure; or (d) is independently developed by the receiving party without breach of this Agreement. The receiving party will be relieved of its obligation under this Agreement if, and to the extent that, the Confidential Information is disclosed pursuant to the lawful requirement or request of a governmental agency, or disclosure is required by operation of law, provided that the party making the disclosure has given notice to the other party and has afforded the other party a reasonable amount of time to obtain a protective order limiting disclosure and use of the information so disclosed. Each party acknowledges and agrees that the other party is entitled to injunctive relief for any breach of this Section 13. The obligations in this Section 13 shall survive for a period of two (2) years following expiration or earlier termination of this Agreement.

14. **NOTICE.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile transmission or electronic mail (with appropriate confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate address set forth below (or to such other address as a party may designate by notice given in accordance herewith):

If to College:

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
Attention: Gerald F. Fisher
Email: gerry.fisher@solano.edu
Fax: (707) 864-7213

If to Lewis Center:

Lewis Center for Educational Research
17500 Mana Rd.
Apple Valley, California, 92307
Attention: Chris Piercy
Email: cpiercy@k16bridge.org
Fax: 760-242-3783

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COLLEGE

LEWIS CENTER

By: _____

By: _____

Print Name GERALD F. FISHER

Print Name _____

Title Superintendent/President

Title _____

AGENDA ITEM 9.(b)
MEETING DATE September 3, 2008

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

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO AGREEMENT WITH KAPLAN
MCLAUGHLIN DIAZ (KMD) ARCHITECTURE FOR THE
VACAVILLE CENTER**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services with Kaplan McLaughlin Diaz (KMD) Architecture for the Vacaville Center Project. These additional services are owner and agency requested changes. These services include adjustments to the current agreement. The cost of the additional services total \$22,111.65

Attached is a table outlining the proposed amendments to KMD Architecture, along with specific details regarding the additional design services.

Staff will be at the meeting to answer questions from the Governing Board.

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

Stan Dobbs
Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

August 22, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

August 22, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH KAPLAN McLAUGHLIN DIAZ ARCHITECTS
Governing Board Meeting - September 3, 2008

<u>PROJECTS</u>		<u>ORIGINAL CONTRACT</u>	<u>PROPOSED FEE</u>	<u>REVISED CONTRACT</u>
Vacaville Center		<u>AMOUNT</u>	<u>INCREASE</u>	<u>TOTAL</u>
		\$2,112,820.00	\$22,111.65	\$2,134,931.65

Proposed Fee Schedule: Item #	Description	Cost
<u>Scope Item 1.</u> Information Technology Data Services	The architect has been authorized to include in their scope of work the Information Technology design services not previously included in the architect's agreement with the District. This work was expedited to be included as part of the bid documents.	\$16,000.00
<u>Scope Item 2.</u> Project Re-Bid Services	The design team has been requested to provide additional bidding phase services due to the re-bidding of the project as directed by the District's legal counsel.	\$6,111.65
TOTAL		\$22,111.65

AGENDA ITEM 11.(a)
MEETING DATE September 3, 2008

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

TO: Members of the Governing Board
SUBJECT: VACAVILLE CENTER PUBLIC SAFETY TRAINING FACILITY
REQUESTED ACTION: INFORMATION

SUMMARY:

Superintendent/President Fisher will give an update on discussions with the city of Vacaville Fire Department and our Fire Technology Program Partnership.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE


Gerald F. Fisher
Superintendent/President
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7112
TELEPHONE NUMBER

Administration
ORGANIZATION

August 22, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


GERALD F. FISHER
Superintendent/President

August 22, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board
**SUBJECT: SELECTION OF COMMUNITY MEMBERS FOR
SUPERINTENDENT/PRESIDENT SEARCH ADVISORY
COMMITTEE**

REQUESTED ACTION: INFORMATION

SUMMARY:

At the request of the Presidential Search Subcommittee, Board members are requested to recommend names of community members from Trustee Areas 1 & 2 (North County) and Trustee Areas 3 & 4 (South County), for consideration and selection to be included as participants on the Superintendent/President Search Advisory Committee. Candidates will be asked to submit a résumé to their respective area Governing Board representative for consideration and recommendation by the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Phil McCaffrey, Board President
Presidential Search Subcommittee Chair

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

August 22, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

August 22, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**