SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT AGENDA – DONATION

REQUESTED ACTION: APPROVAL

SUMMARY:

NAME AND ADDRESS      ITEM                                    DEPARTMENT

Kristina Dem-Ma
Genentech
400 New Horizons Way
Vacaville, CA 95688

Two 2007 (-80 degree) Thermo
freezers, 8600 Series

Biotechnology
$30,000

Acceptance of this donation is recommended at this time.


SUPERINTENDENT’S RECOMMENDATION:

☐ APPROVAL  ☐ NOT REQUIRED  ☐ DISAPPROVAL  ☐ TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTED’S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

October 24, 2014
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

---

EMPLOYMENT 2014-2015

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myra Kargbo</td>
<td>Temporary FT Nursing Instructor</td>
<td>10/1/2014</td>
</tr>
</tbody>
</table>

GRATUITOUS SERVICE

<table>
<thead>
<tr>
<th>Name</th>
<th>School/Department</th>
<th>Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Lloyd</td>
<td>Liberal Arts / Art</td>
<td>Assist with ceramics class</td>
</tr>
<tr>
<td>Daniale Reboca</td>
<td>Liberal Arts / Art</td>
<td>Assist lab technician</td>
</tr>
</tbody>
</table>

RESIGNATIONS

<table>
<thead>
<tr>
<th>Name</th>
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<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terrye Moore-Harper</td>
<td>Nursing Instructor</td>
<td>12/05/14</td>
</tr>
</tbody>
</table>

---

Wade Larson, D.M.
Associate Vice President, Human Resources

October 24, 2014
Date Submitted

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

October 24, 2014
Date Approved
AGENDA ITEM 11.(d)
MEETING DATE November 5, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND SONOMA COUNTY JUNIOR COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

This Memorandum of Understanding (MOU) is between Solano Community College District, hereafter identified as “SCCD” and the Sonoma County Junior College District, hereafter known as “SCJCD”. The MOU is in place to allow SCCD to participate in the statewide CTE Employment Outcomes Survey. This survey will gather information on employment outcomes for students participating in CTE programs at SCCD. This data includes whether the students became employed within their field of study, the community college coursework positively affected their earning potential, and how the CTE programs can be improved. SCCD will participate in this survey through email, U.S. mail and telephone. Survey results will be shared with participating institutions. This MOU is for the 2014-2015 academic year. The MOU is in the amount of $13,216.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the School of Applied Technology and Business. Approval of this agreement is requested at this time.

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>CEO 2013-14 Goal:</td>
<td>CEO Goal 5</td>
<td></td>
</tr>
</tbody>
</table>

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Maire Morinec, Dean
School of Applied Technology and Business

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

October 24, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT
AGREEMENT
CTE Employment Outcomes Survey
The Sonoma County Junior College District
And Solano Community College

This Agreement, herein referred to as “Agreement,” is entered into by Solano Community College (herein “the Institution”) and the Sonoma County Junior College District (herein “the SCJCD”), doing business as “Santa Rosa Junior College”.

The CTE Employment Outcomes Survey will gather information on employment outcomes for students participating in CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential and how CTE programs can be improved.

Participating institutions will provide the SCJCD with student contact information that will be used to request their participation in an email, US mail and/or telephone survey, based on a list of student identification numbers provided by the California Community College Chancellor’s Office. The SCJCD will provide institutions that participate in this survey with a summary report of its results, its data set and a report on aggregated results for all participating institutions.

THEREFORE, the Institution agrees to the following terms of this Agreement:

1. Data Sharing
The Institution gives the SCJCD permission to access student data reflective of the study cohort from the California Community College Chancellor’s Office management information system (COMIS) to include unique student identifiers listed in COMIS data element SB00 (college ID’s and/or SSNs).

2. Designated Contact Person
Please provide information on the Institution’s designated primary project contact person for survey implementation:

Name: Peter Cammish
Job Title: Dean, Research and Planning
Institution: Solano Community College
Phone: 707-864-7278
Email: peter.cammish@solano.edu

The SCJCD’s designated contact person for implementation questions about the survey is:
KC Greaney, Ph.D.
Director of Institutional Research
SCJCD – Petaluma Campus
680 Sonoma Mountain Parkway
Petaluma, CA 94952
kgreaney@santarosa.edu
3. Responsibilities
The Institution’s Responsibilities

a. The Institution will designate a specific local contact person for the project entered on page 1 of the Agreement. Official correspondence (including the secure transmission of data) from the SCJCD will be directed to the designated primary local project contact, who can then forward as appropriate.

b. The Institution will determine which tools should be used to conduct the survey, specifically whether US mail, telephone or both will augment an email survey, marked on page 4 of the Agreement (see Appendix A for information on number of students to be surveyed, likely response rates and costs).

c. The Institution will indicate its wishes to have its data uploaded to CalPASS+ into the CTE Launchboard and into a password-protected on-line tool which will allow the Institution to access and drill down into its own data.

d. The Institution will indicate its willingness to allow its data to be shared for statewide and/or regional research purposes in a manner that does not identify the Institution.

e. The Institution will provide the SCJCD with student contact information, to the extent available to Institution, to be used by SCJCD to request their participation in an email, US mail and/or telephone survey, including:
   • full first name
   • full last name
   • address
   • city
   • state
   • ZIP
   • e-mail 1
   • e-mail 2
   • phone 1
   • phone 2

f. If US mail surveys are selected, the Institution will provide a high resolution electronic copy of its logo to be printed onto envelopes. If the logo is not provided by January 15, 2015, envelopes will be printed with the Institution’s name and address only.

SCJCD Responsibilities

a. The SCJCD will provide the Institution with a list of unique student identification numbers (COMIS data element SB00) reflective of the study cohort (see Appendix B), which Institution will use to provide the contact information specified in Institution’s Responsibilities, paragraph c, above.

b. The SCJCD will contract with a mailing center and a call center to administer the US mail and telephone surveys.

c. The SCJCD will provide the Institution with an individualized report regarding student responses.

d. The SCJCD will provide the Institution with the data set for its students’ responses.

e. The SCJCD will provide the Institution with a summary report that analyzes aggregated data from all of the institutions participating in the survey.

f. The SCJCD will provide CalPASS+ with survey data sets provided the Institution indicates it wishes this to happen.
4. Confidentiality
To ensure confidentiality, all information identifiable to an individual student will only be used for this study and will not be associated with individual responses in reports. The statewide aggregate report will not specify individual college or district results. All information identifiable to individual students will be transferred using secure methods and will be destroyed once the reports are complete.

If the Institution agrees to allow their data set to be included in statewide and/or regionally aggregated data, for statewide and/or regional research purposes, no student or college/district identifying data will be included.

5. Timeline
This study will span the 2014-2015 academic year and will conclude by September 1, 2015.
- By September 1 2014: The Institution will receive an Agreement from the SCJCD
- By October 15 2014: The Institution will submit a signed Agreement to the SCJCD
- By December 15 2014: The SCJCD will send the unique student identifiers (COMIS data element SB00) for the survey cohort.
- By January 10 2015: The Institution will provide student contact information and, if selecting US mail surveys, a high resolution electronic copy of its logo
- By end of February 2015: Survey will be administered electronically
- By middle of April 2015: Survey will be administered by US mail
- By end of May 2015: Survey will be administered via telephone
- By middle of June 2015: The SCJCD will provide an individualized report and a data set of student responses to the Institution
- By end of July 2015: The SCJCD will provide statewide summary report to all participating institutions

6. Options
Does the Institution agree to allow the SCJCD to forward its survey data set to Cal-PASS+ so that limited data outcomes can be included in the CTE Launchboard, and so that the entire data set can be made available (password protected) to the Institution in a web-based tool, allowing the Institution to drill down into their own data?
[ X ] Yes
[ ] No

Does the Institution agree to allow its de-identified data set to be included in statewide and/or regional research, in a manner that does not identify the Institution?
[ X ] Yes
[ ] No
7. Fees
The cohort size for Solano Community College is estimated to be 1501–2000. In exchange for services provided under this Agreement, the Institution shall pay the SCJCD (please select the appropriate option):

[ ] Option 1: email and US mail survey, $4800
[ ] Option 2: email and telephone, $8500
[X] Option 3: email, US mail and telephone survey, $13216

8. Payments
The SCJCD shall submit invoices to the Institution with an itemized statement that details the nature of the work performed as follows (please select the appropriate option):

[X] Option 1:
The SCJCD will invoice the Institution for the corresponding amount:
   i. Beginning of term of Agreement—50% of total fee
   ii. May 1st 2015 —50% of total fee

[ ] Option 2:
The SCJCD will invoice the Institution the entire fee at the beginning of the term of Agreement, or by the following date (please specify:__________________________).

For both payment options:
   a. The Institution shall make payment within forty-five days of the date of the invoice.
   b. The SCJCD reserves the right to cease all work under this Agreement when a delinquent payment status exists. Delinquent status is defined as any account that is more than sixty days past due.
   c. For billing or payment questions, please contact Debbie Weatherly at (707)527-4505 or dweatherly@santarosa.edu

9. Term of This Agreement
This Agreement shall be in effect for districts in the academic year 2014-2015 and ending September 1, 2015. Any participant(s) listed as a party to this Agreement may terminate its participation by delivering written notice of its intent to terminate said participation to Doug Roberts, the SCJCD Vice President, Business Services. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

10. Indemnification
The Institution shall indemnify, defend and hold harmless SCJCD, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys’ fees and costs, arising out of or related to SCJCD’s performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of SCJCD, its Board of Trustees, officers, agents, or employees. The Institution shall obtain SCJCD’s prior approval of any settlement.
SCJCD shall indemnify, defend and hold harmless Institution, its Board of Trustees, officers, agents, and employees from and against any claim, liability, loss, injury, damages and expenses including, without limitation, attorneys’ fees and costs, arising out of or related to the Institution’s performance of this Agreement, except for liability resulting from the negligent or willful or misconduct of Institution, its Board of Trustees, officers, agents, or employees. SCJCD shall obtain Institution’s prior approval of any settlement.

11. Delivery of Notices
All notices or communications permitted or required under this Agreement shall be given to the respective parties through the designated representatives set forth below:

**SCJCD:**
Doug Roberts
Vice President, Business Services
Sonoma County Junior College District
Santa Rosa Campus
1501 Mendocino Avenue
Santa Rosa, CA 95401
707- 527-4421
droberts@santarosa.edu

**The Institution:**
Name: __Jowel C. Laguerre, Ph.D.__
Title: Superintendent/President
Solano Community College
Address: 4000 Suisun Valley Road
Fairfield, CA 94534
Phone: __707-864-7112________
Email: jowel.laguerre@solano.edu

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

**SCJCD**
By: __________
Print Name: Doug Roberts
Title: Vice President, Business Services
Date: __________

**The Institution:**
By: __________
Print Name: __________
Title: __________
Date: __________
Institution: __________
### APPENDIX A: SURVEY OPTIONS

#### 2014/15 California Community College CTE Employment Outcomes Survey Costs

<table>
<thead>
<tr>
<th>Approx. Response Rate</th>
<th>Cohort Size (to include CTE Completers and Skills Builders [9+ CTE units] who stopped enrolling)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Up to 250</td>
</tr>
<tr>
<td>E + US Mail only</td>
<td>10-15%</td>
</tr>
<tr>
<td>E + Phone only</td>
<td>15-25%</td>
</tr>
<tr>
<td>E + US Mail + Phone</td>
<td>20-35%</td>
</tr>
</tbody>
</table>

**Cost Assumptions:**
- $500 per college base cost for survey administration
- $0.50 per e-mail survey
- $1.65 per US mail survey
- $3.50 per phone survey
- 12% overhead
APPENDIX B: COHORT DEFINITIONS

For the 2014-15 survey, the cohort of students will include those who in the 2012-2013 academic year:

1. **Completers**: Have received a vocational/CTE award that is Chancellor’s Office approved and enroll in 0-5 units each semester the next year (not enrolled or only minimally enrolled).
2. **Terminal Certificates**: Received a vocational/CTE award of at least 6 units that is not Chancellor’s Office approved (such as certificates with less than 12 units) and are not enrolled the following year.
3. **Skills Builders**: Have completed 9 units that are SAM coded A-D, with at least one course SAM coded A-C (within the prior 3 years), have not received a vocational/CTE award of 6 or more units, and are not enrolled the following year.
TO: Members of the Governing Board  

SUBJECT: WORKFORCE DEVELOPMENT AND CONTINUING EDUCATION / CALIFORNIA CORPORATE COLLEGE MEMBERSHIP RENEWAL

REQUESTED ACTION: APPROVAL

SUMMARY:

This agenda item is to renew a membership fee of $500 to Butte-Glenn Community College District’s California Corporate College program (CA-CC) for FY 2014-15. CA-CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through community colleges. In FY 2013-14, our $500 membership fee resulted in SCC receiving $15,319 for trainings offered in Solano County ($10,754 for Covered California Training, $4,055 for Covered California Train-the-Trainer, and $510 for CDCR Training).

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development and Continuing Education.

SUPERINTENDENT’S RECOMMENDATION: ☑ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL ☐ TABLE

Thomas Watkins, Interim Dean
Workforce Development & Continuing Education

PRESENTERS NAME

2002 North Village Parkway
Vacaville, CA 95688

ADDRESS

707-864-7140

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

October 24, 2014
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

MEMORANDUM OF UNDERSTANDING

1. PARTIES.

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program the California Corporate College ("CA CC") and Solano Community College ("MEMBER DISTRICT").

2. PURPOSE.

The California Community Colleges Chancellor's Office has established the California Corporate College within the System Strategic Plan as a cooperative venture of California's 112 community colleges.

The California Corporate College (CA CC) provides a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce preparation services throughout California.

3. RESPONSIBILITIES OF CA CC

CA CC agrees to perform the following activities and provide the following resources:

A. Corporate Training and Services Provider: CA CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through the community colleges.

B. Product Development: CA CC coordinates the development and licensure of training products wherein economies of scale can be realized.

C. Statewide Marketing: CA CC will market the services of California's 112 Community Colleges to businesses, governmental agencies, associations, and organizations with employees and members at multiple California locations.

D. Collaboration: CA CC will foster collaboration among California's 112 community colleges to enhance the California Community College System's competitiveness on statewide training and workforce preparation services projects.

E. Quality Assurance: CA CC will ensure quality and consistency of contract service delivery on a statewide basis.

F. No Duplication: CA CC will not duplicate or replace existing programs and services provided through the California Community Colleges.

G. Right of First Refusal: CA CC will provide Partners the right of first refusal on any contract being delivered in their service area. In additions, CA CC will provide Non-Member Districts the right of first refusal on any contract being delivered in their service area, with the caveat that should they accept the assignment they will join the CA CC.

H. Resource Referral: CA CC will refer colleges and initiatives to appropriate resources for technical assistance and capacity building to better enable them to respond to employer needs.

I. Support: CA CC commits our support and agrees to work cooperatively with MEMBER DISTRICT in accordance with this MOU.

4. RESPONSIBILITIES OF MEMBER DISTRICT.

MEMBER DISTRICT agrees to perform the following activities and provide the following resources:

A. To participate fully in the mission of CA CC.

B. To communicate the structure and intent of CA CC within each community college and its district.

C. Support the CA CC in the negotiation of contract training projects.
D. Support the CA CC in the development of partnerships on behalf of the 112 community colleges.
E. To adhere to the pricing structure as determined by the CA CC Operations Team.
F. To identify trainers to be certified to deliver customized curriculum.
G. To submit all client-required information to CA CC as requested.
H. To support and contribute to CA CC marketing campaigns.
I. To share effective and innovative training strategies with CA CC.
J. To financially support CA CC through an annual assessment as determined by the CA CC Operations Team, and approved by the Economic and Workforce Development Program of the California Community Colleges System Office.
K. To refer potential statewide contracts to CA CC.
L. To appoint a single liaison who will adhere to all items in MOU.
M. Commit our support and agree to work cooperatively with the CA CC Sales, Marketing and Operations Team in accordance with this MOU.
N. Operate in the spirit of supporting and growing the CA CC business, thereby growing each college's corporate training business.

MEMBER DISTRICT Liaison Information

Name: Thomas Watkins
Title: Interim Dean, Workforce Development & Continuing Education
Email:  
Phone: (707) 864-7140 Fax: (707) 646-7709 Cell:  
Mailing Address: 2002 North Village Parkway, Vacaville, CA 95688

Signature:  
Date: 10/21/14

Supervisor Signature:  
Date:  

5. PAYMENT. MEMBER DISTRICT shall pay District an assessment fee of $500 annually. Fee will be paid July 1 of the year executed. Fee will be billed annually on each July 1 thereafter.

6. TERM OF MOU. This MOU will become effective on date of member district signature, and will remain in effect until terminated in accordance with this MOU.

7. TERMINATION. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.

8. FUNDS UNAVAILABLE. This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided.

9. INDEMNIFICATION. To the fullest extent permitted by law, District and MEMBER DISTRICT shall defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers from and against any and all liability, loss, expense, (including but not limited to attorney fees and court costs), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agent, employees or volunteers.
IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

By: [Signature]
(Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski
Title: Vice President for Administration
Date: [Date]

**District Name:** Solano Community College

By: [Signature]
(Signature of person authorized to execute Agreement.)

Name: Jowel C. Laguerre, Ph.D.
Title: Superintendent-President
Date: [Date]

**Recommended By:** [Signature]
(Signature of person recommending this Agreement for District approval)

Name: Rhiannon Surrenda, M.A.
Title: Executive Director
Address: PO Box 2894, Santa Cruz CA 95063
Phone No.: 415-370-8562
Date: [Date]
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NATIONAL SCIENCE FOUNDATION GRANT

REQUESTED ACTION: APPROVAL

SUMMARY

The National Science Foundation has awarded a grant of $199,960 to Solano Community College (SCC) to develop a single-use bioreactor curriculum for two-year colleges, implement it at SCC, and disseminate it across the country.

The project, entitled "Single-Use Bioreactor Systems Education and Training," is under the direction of Professor James D. DeKloe, Dr. Edward B. Re and Dr. Zhanjing (John) Yu.

Dr. Zhanjing (John) Yu, Dean
School of Math and Science

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

ADDRESS

707-864-7120

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT
Ms. Cynthia K. García
Authorized Organizational Representative
Sponsored Research Office

Solano Community College
4000 Suisun Valley road
Fairfield, CA 94534-3197
DUNS ID: 071680730

Dear Ms. García:

The National Science Foundation hereby awards a grant of $199,960 to Solano Community College for support of the project described in the proposal referenced above as modified by revised budget dated June 24, 2014.

This project, entitled "Single-Use Bioreactor Systems Education and Training," is under the direction of James D. DeKloe, Zhanjing Yu, Edward B. Re.

This award starts August 1, 2014 and ends July 31, 2016.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to NSF Grant General Conditions (GC-1), dated March 7, 2014, available at http://www.nsf.gov/awards/managing/general_conditions.jsp.

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAREporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 11-692, Advanced Technological Education program (ATE).

Funds provided for participant support may not be diverted by the awardee to other categories of expense without the prior written approval of the cognizant NSF Program Officer. Since participant support cost is not a normal account classification, the awardee organization must be able to separately identify participant support costs. It is highly recommended that separate accounts, sub-accounts, sub-task, or sub-ledgers be established to accumulate these costs. The awardee should have written policies and procedures to segregate participant support costs.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.).
In lieu of an indirect cost allowance at a fixed predetermined rate of 10% modified total direct cost, this grant includes a fixed dollar amount for $10,910 of indirect costs, as specified in the approved budget.

The attached budget indicates the amounts, by categories, on which NSF has based its support.

Please view the project reporting requirements for this award at the following web address [https://reporting.research.gov/fedAwardId/1405766].

The cognizant NSF program official for this grant is Elizabeth Teles, (703) 292-8670
The cognizant NSF grants official contact is LeVar Rashawn Parrior, (703) 292-2187.

Sincerely,

Jason M. Madigan
Grants and Agreements Officer

CFDA No. 47.076
cynthia.garcia@solano.edu

DUE-1405766 000
## SUMMARY PROPOSAL BUDGET
### Award No. 1405766

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<th>Funds granted</th>
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<td><strong>cal</strong></td>
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<tr>
<td>0.00</td>
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</table>

<table>
<thead>
<tr>
<th>B. Other Personnel</th>
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<tbody>
<tr>
<td>1. (0.00) Post Doctoral associates</td>
<td>0.00</td>
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<tr>
<td>2. (0.00) Other professionals</td>
<td>0.00</td>
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<tr>
<td>3. (0.00) Graduate students</td>
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<tr>
<td>4. (0.00) Secretarial-clerical</td>
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<tr>
<td>5. (0.00) Undergraduate students</td>
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</tr>
<tr>
<td>6. (0.00) Other</td>
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</tr>
<tr>
<td><strong>Total salaries and wages (A+B)</strong></td>
<td></td>
</tr>
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| C. Fringe benefits (if charged as direct cost) | **$0** |

| D. Total permanent equipment | **$60,000** |

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<tr>
<th>E. Travel</th>
<th></th>
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<tbody>
<tr>
<td>1. Domestic</td>
<td><strong>$8,000</strong></td>
</tr>
<tr>
<td>2. Foreign</td>
<td><strong>$0</strong></td>
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</table>

| F. Total participant support costs | **$20,000** |

<table>
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<th>G. Other direct costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Materials and supplies</td>
<td><strong>$17,596</strong></td>
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<tr>
<td>2. Publication costs/page charges</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>3. Consultant services</td>
<td><strong>$10,000</strong></td>
</tr>
<tr>
<td>4. Computer (ADPE) services</td>
<td><strong>$4,000</strong></td>
</tr>
<tr>
<td>5. Subcontracts</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>6. Other</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Total other direct costs</strong></td>
<td><strong>$31,596</strong></td>
</tr>
</tbody>
</table>

| H. Total direct costs (A through G) | **$189,050** |

| I. Total indirect costs | **$10,910** |

| J. Total direct and indirect costs (H+I) | **$199,960** |

<table>
<thead>
<tr>
<th>K. Residual funds / Small business fee</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Residual funds (if for further support of current projects AAG I.D.2 and I.D.3)</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>2. Small business fee</td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

| L. Amount of this request (J) or (J-K1+K2) | **$199,960** |

| M. Cost sharing | **$0** |
AGENDA ITEM 13.(a)
MEETING DATE November 5, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATIONS TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment &amp; Years of Service</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robin Arie-Donch</td>
<td>Full-time Counselor/Articulation Officer 27 years of service at SCC</td>
<td>05/19/2015</td>
</tr>
<tr>
<td>Keith Brown</td>
<td>Network Engineer 22 years and 10 months of service at SCC</td>
<td>12/30/2014</td>
</tr>
<tr>
<td>Erma Moreno</td>
<td>Professor/Counselor 18 years and 4 months of service at SCC</td>
<td>07/01/2015</td>
</tr>
<tr>
<td>Marty Kulmus</td>
<td>Technology Specialist 16 years and 6 months of service at SCC</td>
<td>11/18/2014</td>
</tr>
</tbody>
</table>

Government Code: Board Policy: 4240 Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL

Wade Larson, D.M.
Associate Vice President, Human Resources

PRESENTEE'S NAME
360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS
707 864-7263

TELEPHONE NUMBER
Administration

ORGANIZATION

October 24, 2014
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

JOVEL CALAGUERRE, Ph.D.
Superintendent-President

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

October 24, 2014
AGENDA ITEM 13.(b)
MEETING DATE November 5, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION HONORING THE RETIREMENT OF MARTY KULMUS

REQUESTED ACTION: APPROVAL

SUMMARY:

Marty Kulmus has served the Solano Community College District with distinction since May 11, 1998, when he began working as a Computer Network I Technician in the Information Technology Department. Marty has served in various capacities during his career including Lab Aide (Tutor), Computer Network I and finally as Technology Specialist. He is retiring after 16 and one-half years on November 17, 2014.

Best wishes are extended to Marty for a well-deserved retirement, with sincere thanks for his many contributions to Solano Community College.

| Government Code: | Board Policy: 4240 | Estimated Fiscal Impact: $ N/A |

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL ☐ TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

October 24, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING

Marty Kulmus

Whereas, Marty Kulmus has served the Solano Community College District with distinction for 16 and one-half years since May 11, 1998, when he began working as a Computer Network 1 Technician;

Whereas, Marty Kulmus has served in various capacities during his career, including Lab Aide (Tutor), Computer Network 1, and finally assumed the responsibility of Technology Specialist, effective July 30, 2001;

Whereas, Marty Kulmus is both an expert computer desktop technician and a very innovative and creative electronics technician;

Whereas, Marty Kulmus has always exhibited a sense of pride and professionalism in his work ethic; always providing excellent results;

Whereas, Marty Kulmus is one of the most recognizable faces of the desktop technician department. His dedication to providing the best customer service, no matter what the task, has ensured that job functions can continue in a timely manner;

Whereas, Marty Kulmus has at all times been an ambassador for Solano Community College in the community and an advocate for the community college system;

Whereas, Marty Kulmus is a devoted husband, and a very loyal and trusted friend to many people, both nationally and internationally through his extensive travels; and

Whereas, Marty Kulmus' dedication and commitment to Solano Community College has earned the respect of the community, the College staff, faculty, and students; now, therefore be it

Resolved, That Marty Kulmus will be sorely missed, and the Governing Board expresses its sincere appreciation for his considerable contribution to the College and wishes him the best in his well-deserved retirement and future endeavors, effective November 17, 2014.

Passed and Adopted, This 5th day of November 2014, by the Governing Board of the Solano Community College District.

Pam Keith, President
Monica Brown
Denis Honeychurch, J.D
Rosemary Thurston

A. Marie Young, Vice President
Sarah E. Chapman, Ph.D.
Michael A. Martin
Naser J. Baig, Student Trustee
TO: Members of the Governing Board

SUBJECT: RESOLUTION PROCLAIMING NOVEMBER 2014 AS PURPLE HEART MONTH AT SOLANO COMMUNITY COLLEGE, RESOLUTION NO. 14/15-11

REQUESTED ACTION: APPROVAL

SUMMARY:
Board approval is requested for Resolution No. 14/15–11 proclaiming November 2014 as Purple Heart Month at Solano Community College.

SUPERINTENDENT’S RECOMMENDATION:

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTATION NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

October 23, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Government Code: Board Policy: Estimated Fiscal Impact: $ N/A

☐ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL ☐ TABLE

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

October 23, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION PROCLAIMING
NOVEMBER 2014 AS PURPLE HEART MONTH
AT SOLANO COMMUNITY COLLEGE
RESOLUTION 14/15-11

WHEREAS, Solano Community College have the greatest admiration and the utmost
gratitude for ALL the brave men and women who have served or are serving our Armed Forces,
and especially for those who have died or are suffering from combat-related injuries;

WHEREAS, The Purple Heart Medal as a military decoration traces its origins to General
George Washington’s General Orders to the Continental Army on August 7, 1782 which
established the Badge of Military Merit directing that “whenever any singularly meritorious
action is performed, the author of it shall be permitted to wear … over the left breast, the figure
of a heart in purple cloth;”

WHEREAS, In the spirit of our American Revolution, the Badge of Military Merit could
be awarded to “common” soldiers of any rank, breaching from the European tradition of such
awards being reserved for “lords” or high-ranking officers, and in Washington’s own words, “The
road to glory in a patriot army and a free country is thus open to all;”

WHEREAS, The Badge of Military Merit was revived in 1932, on the 200th anniversary
of George Washington’s birth, when the US War Department authorized a new Purple Heart
Medal to be awarded to any Service member who has been wounded in action or killed in action,
and the first awardees received it retroactively for their World War I service, and in 2011, the
Department of Defense clarified the criteria for the Purple Heart Medal to include Service
members who sustain a traumatic brain injury (TBI) resulting from enemy generated explosions;

WHEREAS, On August 3, 2011, Governor Edmund G. Brown, Jr., issued a proclamation
declaring August 2011 as “Purple Heart Veterans' Month,” and on April 12, 2012, California
became the first state to designate itself a “Purple Heart State,” and on April 22, 2014, the County of Solano designated itself as a "Purple Heart County,"

WHEREAS, Nearly two million Purple Heart Medals have been awarded to our combat veterans, including over 42,000 since the Vietnam War, and these figures represent the staggering amount of human suffering and unparalleled selfless sacrifices that our Veterans and our Service members have endured; and

WHEREAS, Solano Community College celebrates its rich military history and Solano County is home to more than 40,000 Veterans and over 300 living recipients of the Purple Heart Medal; and Solano Community College wish to honor and thank each of them for their dedication to duty, selfless sacrifice, and personal courage for our beloved America, now therefore be it

RESOLVED, That the Solano Community College District Governing Board proclaims November as “Purple Heart Month,” and we urge everyone to salute our Purple Heart Medal recipients for their service, valor, and sacrifice; and we call upon all governing bodies, businesses, schools, and organizations to honor ALL our Service members and Veterans, our fallen, our wounded, those unaccounted for, our former prisoners of war, their families, and all who served with appropriate programs, ceremonies, and activities.
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION PROCLAIMING
NOVEMBER 2014 AS PURPLE HEART MONTH
AT SOLANO COMMUNITY COLLEGE
RESOLUTION 14/15-11
(Continuing – Page 3)

PASSED AND ADOPTED, This 5th day of November 2014, by the Governing Board of
Solano Community College District.

________________________________________
PAM KEITH, BOARD PRESIDENT

________________________________________
JOWEL C. LAGUERRE, Ph.D., SECRETARY

AYES:

NOES:

ABSTAIN:
TO: Members of the Governing Board

SUBJECT: RESOLUTION HONORING VETERANS DAY, NOVEMBER 11, 2014, RESOLUTION NO. 14/15-12

REQUESTED ACTION: APPROVAL

SUMMARY:
Board approval is requested for Resolution No. 14/15–12 honoring Veterans Day, November 11, 2014 at Solano Community College.

Government Code: Board Policy: Estimated Fiscal Impact: $ N/A

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL ☐ TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTERS NAME
360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS
707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

October 24, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

-28-
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION HONORING VETERAN’S DAY
NOVEMBER 11, 2014
AT SOLANO COMMUNITY COLLEGE
RESOLUTION 14/15-12

WHEREAS, Since our great Nation’s birth, our beloved America has been blessed with an infinite chain of patriotic heroes who have served or are serving our Armed Forces with honor and distinction; and from the forests of New England, to the halls of Montezuma, seas of the Philippines, skies of Europe, jungles of Vietnam, and deserts and mountains of Iraq and Afghanistan, numerous generations of brave warriors have valiantly fought over air, sea, and land in some of the most horrific conditions in history;

WHEREAS, On Veteran’s Day, our beautiful and historic County of Solano pauses to honor and pay tribute to ALL who have served or are serving in our military because each time our values have come under assault, they have responded with resolve, and their service, valor, and sacrifice have allowed our Republic to flourish, and our great Nation acknowledges our profound debt of gratitude to the patriots who have kept our Union whole;

WHEREAS, Veteran’s Day originated as "Armistice Day" on November 11, 1919, on the first anniversary of the end of World War I on the 11th hour of the 11th day of the 11th month; then it became an annual observance in 1926, then a national holiday in 1938, then it officially became “Veteran’s Day” in 1954 – an inclusive day for our grateful Nation to pay appropriate homage to all Veterans and Service members;

WHEREAS, We keep in mind the immeasurable cost of fighting for the American way of life by honoring the 1.3 million Americans who lost their lives since our great Nation’s birth, as well as the 19.6 million living Veterans (2013), including 1.6 million women, 9.3 million who are 65 years and older, and 1.6 million who are younger than 35; and since the
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION HONORING VETERAN’S DAY
NOVEMBER 11, 2014
AT SOLANO COMMUNITY COLLEGE
RESOLUTION 14/15-12

County of Solano is home to approximately 40,000 veterans, we honor and recognize their service, valor, sacrifice, and contributions; and

WHEREAS, We are mindful that no ceremony can fully repay our debt of gratitude to our service members and Veterans, and we remember that our obligations endure long after the battle ends, and we must make it our mission to give them the respect and care they have earned so when they return home, they can continue to serve our country in new ways, bringing their tremendous skills to our communities and to the workforce; and

WHEREAS, These honorable men and women should have the chance to contribute because their talents demand it and because no one who fights for our great Nation should have to fight again for dignity, health and social services, and for educational, housing, and employment opportunities; now therefore be it

RESOLVED, That the Solano Community College Governing Board does hereby salute on Veteran’s Day those who have served or are serving our Armed Forces, and we encourage everyone to recognize their service, valor, and sacrifice, and we call upon everyone to display the flag of the United States of America, to participate in patriotic activities in our communities, including civic and fraternal organizations, places of worship, schools, and communities to support this significant day with commemorative expressions and programs.
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION HONORING VETERAN’S DAY
NOVEMBER 11, 2014
AT SOLANO COMMUNITY COLLEGE
RESOLUTION 14/15-12

PASSED AND ADOPTED, This 5th day of November 2014, by the Governing Board of Solano Community College District.

PAM KEITH, BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO:  Members of the Governing Board

SUBJECT:  STUART FOUNDATION GRANT AGREEMENT

REQUESTED ACTION:  APPROVAL

SUMMARY:
This grant from the Stuart Foundation is for the College Pathways North Bay Network benefitting foster youth enrolled in campus support programs.

The term of this grant shall be from November 1, 2014 through October 31, 2015. Total amount of grant funds requested is $75,000. This agreement will take effect when signed by the Grantee’s authorized representative and a signed original is received by the Foundation. Approval is requested at this time.

A copy of the Agreement is available for review in the Office of the Superintendent-President.

Government Code: Board Goals 2.1 Board Policy: 5360  Estimated Fiscal Impact: $75,000

SUPERINTENDENT'S RECOMMENDATION:

☑ APPROVAL
☐ NOT REQUIRED
☐ DISAPPROVAL
☐ TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

SUPERINTENDENT-PRESIDENT

Jowel C. Laguerre, Ph.D.
Superintendent-President

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

October 24, 2014
Stuart Foundation
GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by Solano Community College Education Foundation (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee’s authorized representative and a signed original is received by the Foundation.

I. GRANTEE IDENTIFICATION

Grantee: Solano Community College Education Foundation
Grant Number: 2014-1096.1

II. GRANT TERMS

Total Grant Amount: $75,000
Grant Period: 11/1/2014 - 10/31/2015
Grant Purpose: For College Pathways North Bay Network

The Board may approve additional funding for this project after its review of progress made toward the objectives of this grant.

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Report Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2015</td>
<td>Grant Renewal Package</td>
</tr>
<tr>
<td>January 1, 2016</td>
<td>Final Narrative &amp; Financial Report</td>
</tr>
</tbody>
</table>

All forms and instructions can be downloaded at www.stuartfoundation.org from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation’s website. Grantee is responsible for following the report requirements in effect at the time any required report is made. The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.
IV. GOALS AND OBJECTIVES

Annual Goals:

1. Of the two-hundred and six (206) foster youth enrolled in a campus support program:
   a. Eight-two percent (82%), one-hundred and sixty-eight (168) foster youth, will receive Chafee, Pell, Cal Grant, BOG Waiver, or other financial aid.
   b. Eight-five percent (85%), one-hundred and seventy-five (175) foster youth, will complete a counselor approved student education plan.
   c. Thirty-five percent (35%), seventy-three (73) foster youth whose first course attempted in math was below college-level will successfully complete a remedial math course.
   d. Forty-one (41%), eighty-five (85) foster youth, whose first course attempted in English was below college-level will successfully complete a remedial English course.
   e. Twenty-nine percent (29%), fifty-nine (59) foster youth will achieve 30 or more units.

2. Of the one-hundred and seventy-five (175) foster youth enrolled in a community college campus support program, forty percent (40%), seventy (70) foster youth, will achieve a two point zero (2.0) GPA in all attempted courses.

3. Of the thirty-one (31) foster youth enrolled in a campus support program at a network university, ninety-five percent (95%), twenty-nine (29) foster youth will achieve a grade point average of two point zero (2.0) or higher for the most recent term.

4. Sixteen (16) foster youth enrolled in a campus support program will complete a degree or certificate program.

5. Eight (8) foster youth enrolled in a community college campus support program will transfer to a university.

Annual Objectives:

1. By November 1, 2014, develop and operationalize a shared definition of foster youth for the purposes of data collection, as well as aligned data collection methods.

2. By November 15, 2014, provide the Foundation with foster youth milestone and momentum metrics for the 2012-2013 and 2013-2014 academic years.

3. By June 30, 2015:
   a. Seventy-four (74) foster youth will attend at least one network outreach activity providing timely preparation and enrollment information. Of these students:
      i. Fifty percent (50%), (37) foster youth, will enroll in college.
      ii. Sixty percent (60%), forty-four foster youth, will complete the FAFSA.
   b. Thirty-four (34) foster youth will participate in a summer bridge program and ninety percent (90%) thirty (30) foster youth, will complete the FAFSA.
   c. Of the two-hundred and six (206) foster youth enrolled in a campus support program:
i. Ninety percent (90%), one-hundred and eighty-five (185) foster youth, will use their priority enrollment.

ii. Eighty-five percent (85%), one-hundred and seventy-five (175) foster youth, will have a relevant education plan developed by the end of their first term that addresses both their interests and their ability to earn a living wage.

iii. Seventy percent (70%), one-hundred and forty-four (144) foster youth, will utilize peer mentoring, career events, and other support services provided through the campus support program.

d. All three (3) campuses will establish Memorandums of Understanding that articulate bi-directional transfer policies and procedures for foster youth.

4. By September 30, 2015:
   a. Ninety percent (90%) of the thirty-four (34) foster youth who participated in a summer bridge program designed to acclimate students to the college experience and enrollment process will enroll in college.
      i. Eighty percent (80%) of the ten (10) foster youth in community college programs that are eligible to transfer will matriculate to a four-year university.

5. By October 31, 2015:
   a. Participate in a minimum of six (6) network meetings.
   b. Participate in a minimum of four (4) technical assistance activities provided by the College Pathways technical assistance provider.

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.
VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement and attached budget. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the approved attached budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee’s proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee’s current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee’s discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

Subject to any rights of the Grantor under this Agreement, the Grantee will manage any patentable inventions or discoveries that are conceived and reduced to practice, in whole or in part, in the performance of this Grant, or any copyrightable works first created in the direct performance of this Grant, in accordance with the Grantee’s policy on patents.
IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:
- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

All right, title and interest in and to any materials, inventions or works and any patents, trademarks, copyrights or other intellectual property rights associated therewith created by the Grantee pursuant to this grant shall be owned by the Grantee. The Grantee, however, shall grant to the Foundation an irrevocable, nonexclusive, royalty free, worldwide license to copy, publish, reproduce, modify, publicly perform, display, distribute directly or indirectly, or otherwise practice such inventions, works or materials pursuant to the Grantee's intellectual property rights for the Foundation's charitable, non-commercial purposes. The Grantee further shall grant to the Foundation the right to grant sublicenses under such intellectual property rights in furtherance of the Foundation's charitable, non-commercial purposes.

XIII. INDEMNIFICATION

The Grantee shall defend, indemnify and hold the Foundation, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of Grantee's negligence or that of its agents.
Grantee’s breach of duties under the Grant Agreement, or Grantee’s performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the Foundation’s negligence or that of its agents, Foundation’s breach of duties under the Grant Agreement, or Foundation’s performance under this Grant Agreement.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

XVI. REPRESENTATIONS

The Grantee to the best of its knowledge represents that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further represents that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.
XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By

Jonathan Raymond
President, Stuart Foundation

October 10, 2014

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of Solano Community College Education Foundation

By:

Signature of Authorizing Officer, Director or Trustee

Name

Title

Date
## PROPOSAL BUDGET

**Note:** Please review Budget Guide prior to completing.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Solano Community College Foundation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request # (as assigned)</td>
<td>2014-1096.1</td>
</tr>
<tr>
<td>Request Grant Period: mm/dd/yy -- mm/dd/yy</td>
<td>11/1/14-10/31/15</td>
</tr>
<tr>
<td>Total Organization Budget</td>
<td>$</td>
</tr>
<tr>
<td>Total Project Budget</td>
<td>$150,000</td>
</tr>
<tr>
<td>Stuart Foundation Grant Request</td>
<td>$75,000</td>
</tr>
<tr>
<td>Stuart Grant as % of Total Project Budget</td>
<td>50%</td>
</tr>
</tbody>
</table>

### EXPENSES

**PERSONNEL:** You may identify key staff positions or groupings of key staff to achieve project objectives. For example:
--Executive Director/Program Director: Project Management
--Research Analysts/IT Coordinator: Data/Indicators Project Coordination

<table>
<thead>
<tr>
<th>Position</th>
<th>Total Project Budget</th>
<th>Stuart Foundation Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCC Program Manager</td>
<td>$31,500</td>
<td>$15,750</td>
</tr>
<tr>
<td>SCC Peer Mentors X 2</td>
<td>$11,000</td>
<td>$5,500</td>
</tr>
<tr>
<td>SRJC Program Director</td>
<td>$15,000</td>
<td>$7,500</td>
</tr>
<tr>
<td>SRJC Peer Mentor</td>
<td>$6,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>SRJC Academic Counselor</td>
<td>$15,000</td>
<td>$7,500</td>
</tr>
<tr>
<td>SRJC Administrative Assistant</td>
<td>$2,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>SSU Foster Youth Coordinator</td>
<td>$49,000</td>
<td>$24,500</td>
</tr>
<tr>
<td><strong>Total Personnel Expenses</strong></td>
<td>$129,500</td>
<td>$64,750</td>
</tr>
</tbody>
</table>

**PROGRAM/ORGANIZATIONAL EXPENSES:** Please list line items for key categories in support of project goals and objectives. This could include but is not limited to Communications, Program/Research Consultants, Information Technology, Travel, Meeting and Convenings, Student/Teacher Stipends, Program Expenses, Operational Support Expenses.

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Project Budget</th>
<th>Stuart Foundation Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>$3,200</td>
<td>$1,600</td>
</tr>
<tr>
<td>Research</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Multi-Campus Activities with Youth</td>
<td>$3,000</td>
<td>$1,500</td>
</tr>
<tr>
<td>Network and community meetings</td>
<td>$3,000</td>
<td>$1,500</td>
</tr>
<tr>
<td>Travel</td>
<td>$3,300</td>
<td>$1,650</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>$3,000</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Total Program/Organizational Expenses</strong></td>
<td><strong>$20,500</strong></td>
<td><strong>$10,250</strong></td>
</tr>
</tbody>
</table>

**GRAND TOTAL EXPENSES**

<table>
<thead>
<tr>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000</td>
</tr>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>

### INCOME SOURCES

**SECURED INCOME:** List all committed funding resources; specify philanthropic funder.

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Secured Income</td>
<td></td>
</tr>
</tbody>
</table>

**PENDING INCOME:** List sources that have already been requested but not awarded, as well as planned fundraising efforts. For unidentified sources, include a line item for funds "To be raised."

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Pending Income</td>
<td></td>
</tr>
<tr>
<td>Stuart Foundation Request</td>
<td></td>
</tr>
</tbody>
</table>

**TO BE RAISED (if applicable)**

<table>
<thead>
<tr>
<th>Amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Income $</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000</td>
</tr>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: COLLABORATION AGREEMENT BETWEEN CELLO INTERNATIONAL TENNIS ACADEMY (CITA), SOLANO COMMUNITY COLLEGE (SCC) AND SOLANO COMMUNITY COLLEGE EDUCATIONAL FOUNDATION (SCCEF)

REQUESTED ACTION: APPROVAL

SUMMARY:

On December 19, 2013, the Board approved a Memorandum of Understanding Between Cello International Tennis Academy (CITA), Solano Community College (SCC) and Solano Community College Educational Foundation (SCCEF) for the purpose of creating the Solano Tennis & Education Foundation ("STEF"). STEF will operate on the SCC campus with the purpose of providing programs and facilities to further the academic and athletic opportunities for SCC students, along with young athletes from Solano County, by providing low or no cost tennis training and education development services.

This agreement has been vetted through legal counsel.

Approval is requested at this time.


SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ NOT REQUIRED ☐ DISAPPROVAL

Yulian Liguioso, Vice President
Finance & Administration

PRESENTER'S NAME
360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS
707-864-7209

TELEPHONE NUMBER
Finance & Administration

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

October 24, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT
Collaboration Agreement Between
Cello International Tennis Academy,
The Solano Community College District, and
The Solano Community College Education Foundation.

This Agreement is entered into between Phil Cello DBA Cello International Tennis Academy
(hereinafter known as CITA), located at 1007 Via Palo Linde, Fairfield, CA 94534, the Solano
Community College District (hereinafter known as “SCC”), located at 4000 Suisun Valley
Road, Fairfield, California 94534-4017, and the Solano Community College Education
Foundation (hereinafter known as “SCCEF”), located at 4000 Suisun Valley Road, Fairfield,
California 94534-4017.

Section 1 – Definitions. For the purposes of this Collaboration Agreement (“Agreement”), the
following definitions shall apply:

a. “Collaboration Agreement” and “Agreement” means the legally enforceable contract
   entered into by the Parties.

b. “CITA” means Phil Cello DBA Cello International Tennis Academy.

c. “SCC” means Solano Community College District, its Board of Trustees, and its
   management.

d. “SCCEF” means Solano Community College Education Foundation.

e. “SCC Campus” means the Solano Community College Campus grounds located on
   Suisun Valley Road in Solano County, California.

f. “CCTET” means the Chris Camissa Tennis Education Foundation.

g. “Parties to the Agreement” and “Parties” means the entities identified under Section 2 of
   this Agreement.
Collaboration Agreement  
CITA, SCC, SCCEF  
Page 2

h. “Tennis Facilities” means all tennis courts, court surfaces inside the fences surrounding the tennis courts, court lines, nets, net posts, court fences, ball walls, court lighting, court gates, restroom facilities located near the northeast corner of the courts, and any and all other items normally recognized and considered to be tennis facilities located on the campus of the Solano Community College on Suisun Valley Road.

i. “Tournament Facilities” means all Tennis Facilities.

j. “Regular CITA Training Sessions” means CITA training sessions from September through May of each year on Monday through Friday beginning at 3:00 p.m. and ending at 7:30 p.m., and on Saturday beginning at 8:00 a.m. and ending at 1:00 p.m.

k. “Summer CITA Training Sessions” means CITA training sessions from June through August of each year on Monday through Friday beginning at 8 a.m. and ending at 4 p.m., and on Saturday beginning at 8 a.m. and ending at 1 p.m.

l. “CITA Lesson Programs” means individual and or group lessons taught by CITA staff, Monday through Sunday, year round beginning at 7 a.m. and ending at 9 p.m.

m. “CITA Tournaments” means any and all junior and adult tennis competitions, regardless of the title of said competition, which are produced, coordinated, and/or directed by CITA, including those sanctioned by the United States Tennis Association or other generally recognized tennis competition sanctioning bodies.

n. “CITA Activities” means Regular CITA Training Sessions, Summer CITA Training Sessions, CITA Lesson Programs, CITA Tournaments, and CITA and CCTET fundraising activities and events.

o. “General Court Maintenance” means ordinary care and attention before, during, and after CITA Activities, for court surfaces, nets, and net posts, including air blowing detritus off
court surfaces, court washing as needed, but does not mean repairing cracks or other
significant deterioration of court surfaces, net posts, or repairing or replacing fences,
gates, lighting equipment, light bulbs, appurtenant sidewalks, grass areas, or providing
janitorial services for restroom facilities.

p. “Other Existing Or Later Built Tennis Facilities” means facilities that are the same or
similar to the facilities identified as “Tennis Facilities” in this section but are located at
SCC locations other than at the SCC Campus.

q. “Actual Written Notice” means a letter with date of writing indicated which is sent by
means requiring written acknowledgment of receipt.

r. “Person” means any natural person and any other entity recognized as a “person” under
applicable law.

Section 2 – Parties to the Agreement. The Parties to the Agreement are the following entities:
a. Phil Cello DBA Cello International Tennis Academy (“CITA”);
b. Solano Community College District, its Board of Trustees, and its management (“SCC”);
and
c. Solano Community College Education Foundation (“SCCEF”).

Section 3 – Date of Execution. This Agreement shall be fully executed and enforceable on and
after November 20, 2014.

Section 4 – Term of the Agreement. This Agreement shall commence on November 20, 2014,
and to be concluded and no longer enforceable on and after November 20, 2014.

Section 5 – Agreement Renewal or Extension. This Agreement may be renewed or extended
by written agreement between all Parties.
Section 6 – Intent of the Parties to enter into legally binding contract. It is the explicit and stated intention of all Parties to this Agreement, by way of offer, acceptance, and exchange of valuable consideration, to enter into a legally binding and fully enforceable contract as provided in this Agreement.

Section 7 – Purpose of the Agreement. The Parties enter into this Agreement to clearly identify the rights and responsibilities of each Party.

Section 8 – Rights and Responsibilities of CITA. CITA shall enjoy the following rights under this Agreement:

a. Access to an adequate and reasonable number of tennis courts for use during the Regular CITA Training Sessions, Summer CITA Training Sessions and CITA Lesson Programs. This number may vary based on scheduled court availability but will not be less than four (4) courts with the exception of future scheduled SCC Men’s and Women’s Tennis Team matches. If both teams are scheduled to play at home on the same day and time, it is understood and agreed to that this situation may require the use of all courts by the SCC Tennis Teams.

b. Use of all Tennis Facilities during CITA Tournaments. Since CITA/ CCTET tournaments are fund raisers for this collaboration, any scheduled CITA/STEF tournament will have priority over any non SCC scheduled activity or event.

c. Retain ownership of all materials purchased or otherwise provided by CITA for CITA activities, including, tennis balls, training equipment, storage lockers, and storage sheds;

d. Use of the name of Solano Community College, Solano Community College Education Foundation, and Chris Camissa Tennis Education Foundation, verbally and in writing, for the purposes of identifying the location and the promotion of CITA activities at the
Tennis Facilities, including Regular CITA Training Sessions, Summer CITA Training Sessions, and CITA Tournaments.

**CITA shall undertake the following responsibilities under this Agreement:**

- a. Submit weekly CITA court use schedule to SCC Facilities Department;
- b. Coordinate and manage court use with SCC Athletic Department and SCC Facilities Department;
- c. Form and manage CCTET, once approved by SCC, organized under the appropriate non-profit status and utilizing SCCEF as its fiscal agent;
- d. Operate the programs provided for this agreement until the formation of CCTET;
- e. Carry out the formation of CCTET by or any time before November 20, 2014, including the formation of the Board of Directors and State and Federal filings required to establish a non-profit corporation;
- f. To cover financial losses resulting from any and all activities of CITA or CCTET;
- g. Seek operational funding through traditional fundraising methods, and by organizing CITA Tournaments;
- h. Provide tennis equipment for CITA Activities;
- i. Provide General Court Maintenance; including court blowing, court washing, and net maintenance; provide Court Supervision: Whenever at the courts CITA Staff will supervise all courts to ensure that SCC court rules are followed.
- j. Provide adequate storage facilities for CITA equipment;
- k. Acquire USTA sanctions to allow for CCTET tournament implementation;
l. Recruit players for the SCC Men’s and Women’s tennis teams as permitted by local and state regulations, including but not limited to California Community College Athletic Association Bylaw 2;

m. Raise funds for the SCC Men’s and Women’s tennis teams;

n. Identify and place appropriate CCTET staff, as funding allows;

o. Initiate development of on-going CCTET programs.

Section 9 – Rights and Responsibilities of SCC. SCC shall enjoy the following rights and shall undertake the following responsibilities under this Agreement:

a. Provide access to and use of Tennis Facilities during CITA Activities;

b. Provide access to and use of Tournament Facilities during CITA Tournaments;

c. Provide access to and use of Other Existing Or Later Built Tennis Facilities;

d. Provide oversight in the development of curriculum and other requirements necessary to establish a Men’s and Women’s Tennis Team at SCC;

e. Nominate a member of the CCTET governing board;

f. Provide development help and academic resources to implement CCTET educational programs;

g. Provide “learning/study center” space for CCTET program participants.

Section 10 – Rights and Responsibilities of SCCEF. SCCEF shall enjoy the following rights and shall undertake the following responsibilities under this Agreement:

a. Assist with filings, applications, reporting requirements, and other activities undertaken by CCTET to be granted non-profit corporation status;

b. Establish a restricted use account through which all CCTET funds will pass upon execution of this Agreement;
c. Agree to act as a CCTET fiscal agent at no charge until July 1, 2016;
d. After July 1, 2016, SCCEF may charge CCTET an administrative fee for services rendered under this section;
e. Provide monthly financial statements to CCTET with respect to the CCTET restricted use account.
f. At no time will SCCEF be responsible to forward any funds or be responsible for any operation losses by CITA or CCTET.

Section 11 – Rights and Responsibilities of CCTET. CCTET shall assist all other Parties to develop programs and activities including but not limited to:
a. SCC Men’s and Women’s Tennis Teams (Fall 2015);
b. CCTET Junior Development Programs (Spring 2015);
c. CCTET Academic Mentoring Program, staffed by SCC interns and community volunteers;
d. SCC Club Tennis;
e. Provide funding for SCC Tennis Class instructors (Spring 2015)
f. USTA sanctioned tennis tournaments;
g. General Court Maintenance in coordination with CITA;
h. Develop additional programs and activities over time.

Section 12 – Termination of this Agreement. Any Party may terminate or cancel this Agreement at any time upon ninety (90) days prior written notice to the other Parties. Any Party may also terminate this Agreement for cause, including, but not limited to, another Party’s material breach of any of the terms of this Agreement.
Section 13 – Confidentiality. All Parties shall assume the confidentiality of all discussions, actions, writings, and other communications related to this Agreement unless disclosure is required under rules governing the operations of any Party or by state or federal law or regulation.

Section 14 – Publicity and Communications. Parties agree CITA retains all rights related to publicity and communications related to CITA Activities.

Section 15 – Indemnification. CITA shall indemnify and hold SCC and SCCEF and their respective directors, officers, employees, agents, and volunteers harmless against any liability whatsoever arising from any act or acts of CITA, its directors, officers, employees, agents, and/or volunteers participating or functioning in the program and activities herein provided, to the extent provided by law. The SCC and SCCEF shall indemnify and hold CITA and its directors, officers, employees, agents, and volunteers harmless against and liability whatsoever arising from any act or acts of SCC and SCCEF, their respective directors, officers, employees, agents, and/or volunteers participating or functioning in the program and activities herein provided to the extent provided by law.

Section 16 – Insurance. CITA agrees to keep in force, during the period this Agreement is in effect, a policy of general liability insurance to protect against the risk of injury, death, and damage to persons or property as a result of the acts and/or omissions of CITA. The minimum limits of said general liability insurance policies or coverage shall be for no less than one million dollars ($1,000,000.00) single limit. The insurance policy shall name SCC and SCCEF as additional insured. CITA shall provide SCC and SCCEF with written proof of coverage upon request. CITA shall provide SCC and SCCEF provide at least twenty-five (25) days prior written notice of any substantial change to or cancellation of said coverage.
Section 17 – Choice of Law and Alternative Dispute Resolution. The laws of the State of California shall apply to any and all disputes arising under this Agreement. All parties agree to endeavor to resolve any and all disputes initially by way of reasonably available alternative dispute resolution methods, including mediation, arbitration, and other means. This Section does not preclude any Party from seeking judicial or administrative resolution provided the Party first endeavors to seek alternative dispute resolution.

Section 18 – Severability. The provisions of this Agreement are severable and if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegal, invalid, or unenforceable provision will not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, will continue in full force and effect as though such void provision had not been contained therein.

Section 19 – Amendments. This Agreement may be amended at any time by written agreement of all Parties.

Section 20 – Independent Contractors. This Agreement is by and between Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an Independent Contractor, CITA will be solely responsible for determining the means and methods for performing the services described herein. All of CITA’s activities will be at its own risk and CITA is hereby given notice of its responsibilities for arrangements to guard against physical, financial, and other risks as appropriate. Neither CITA nor any of its employees, agents, or contractors shall be included in the classified or faculty service of SCC, have any property rights to any position at SCC, or any other rights an employee, agent, or contractor of CITA may otherwise have in the event of termination of this Agreement.
Section 21 – Headings. The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision hereof.

Section 22 – Third Parties. Nothing contained in this Agreement is intended nor shall it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.

Section 23 – Non-Assignability. This Agreement is not assignable by the parties hereto without the express advance written consent of the other party.

Section 24 – Complete Agreement. This Agreement and any accompanying documents attached hereto represent the parties’ complete understanding with regard to the subject matter of this Agreement, and shall supersede all prior written or oral agreements or understandings with respect thereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. A waiver of any of the provisions of this Agreement shall not constitute a waiver of any other provision nor shall it constitute a continuing waiver, unless said waiver is in writing and signed by the party granting the waiver.

Section 25 – Authority. Each of the signatories to this Agreement represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS THEREOF, the parties have duly approved this Agreement on this _____ day of ____________, 2014.

SOLANO COMMUNITY COLLEGE DISTRICT (SCC)

By: ____________________________
   JOWEL C. LAGUERRE, Ph.D.
   Its Superintendent-President

SOLANO COMMUNITY COLLEGE EDUCATION FOUNDATION (SCCEF)

By: ____________________________
   CURT JOHNSTON
   Its Executive Director
1  PHIL CELLO DBA CELLO INTERNATIONAL TENNIS ACADEMY (CITA
2
3  By: ____________________________
4  PHIL CELLO
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO:       Members of the Governing Board

SUBJECT:  CONTRACT AWARD TO KITCHELL CEM FOR
          MEASURE Q PROGRAM AND DESIGN MANAGEMENT

REQUESTED ACTION:  APPROVAL

SUMMARY:

On August 21, 2013, the Governing Board approved item 13 (d), the “Measure Q Recommended [Operating] Structure.” The structure included an in-house team hired to manage the bond, as well as invoicing and purchasing. The structure also envisioned a consulting program manager hired to manage specific projects.

A request for qualification and proposal (RFQ/P) was issued, and a subsequent interview was conducted of the five most qualified teams. The panel recommended three teams for a second interview and Kitcheil CEM was selected to become the Measure Q Program and Design Manager. The two other finalists were selected to become Construction Managers.

On May 7, 2014, the Governing Board approved item 9.(c), “Program Management Selection” which included a short form “start-up” contract for $360,000 to allow Kitcheil CEM to begin work while negotiation of a long form contract was ongoing.

CONTINUED ON NEXT PAGE

Government Code:  Board Policy:  Fiscal Impact:  $6,376,735.00 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION:

Leigh Sata
Executive Bonds Manager

PRESENTER’S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707 864-7176

TELEPHONE NUMBER

Administration

ORGANIZATION

October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

☐ APPROVAL
☐ NOT REQUIRED
☐ DISAPPROVAL
☐ TABLE

JOWEL & LAGUERRE, Ph.D.
Superintendent-President

October 24, 2014

DATE APPROVED BY SUPERINTENDENT-PRESIDENT
Contract negotiations are complete and the Governing Board is asked to approve the Measure Q Program and Design Management contract for Kitchell CEM. The contract duration is four (4) years and has the following features:

1. **Program Start Up** – this phase includes the creation and implementation of a program procedures manual, appropriate financial control and approval mechanisms, a bond spending plan and overall program schedule, and other activities as appropriate.

2. **Program and Design Management Services** – this phase includes ongoing program and design management services for the duration of the first set of projects as set forth in the Board approved facilities master plan. Specific activities include design management of architects and engineers, the creation of professional service vendor “pools,” multiple RFQ and RFP solicitations from the professional service community, overall coordination of the program and the various consultants, contract negotiation, FFE and move management oversight, and other activities as appropriate.

3. **EADoc Document Control System** – the contract includes the cost of EADoc, a construction management system that enables all members of the team to communicate effectively with each other and provide document control, tracking and management for the District. The system will provide standard report that will be customized for the District’s various constituents. The system is provided to the District without mark up by Kitchell and the content within the system remains the property of the District.

4. **Pre-Planning Phase** – the contract includes a stipulated sum for services that supported the District’s early projects, including management of the District Energy Infrastructure Project (Solar Photovoltaics and ESCO program), the Autotechnology Building Swing Space project, Small projects at B-100, 200 and 400, and small infrastructure projects at the two Centers. In all cases, the District received value for the work performed and could not have managed the work without Kitchell’s support.

At this time, the Governing Board is asked to approve the contract for Kitchell CEM for program and design management services in the amount of $6,376,735.00. The contract subsumes the previously approved short form contract and includes a credit to the District.

The contract is available online at [http://www.solano.edu/measureq/planning.php](http://www.solano.edu/measureq/planning.php).
AGENDA ITEM 15.(a)
MEETING DATE November 5, 2014

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SITE FOR SCOE BUILDING

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

On November 6, 2013 the Board was presented with information item 7.(c), summarizing a proposed Memorandum of Understanding (MOU) between the District and the Solano County Office of Education (SCOE). The MOU allowed SCOE to build a three-classroom building at the Vacaville Center which had benefits for both institutions. On November 20, 2013, the Board approved item 10.(g), the Memorandum of Understanding. The MOU stated that the project would be attached to the Vacaville Annex as part of a larger bond project to upgrade the Annex.

With additional research, challenges with the Annex site were identified. As an alternative, the Board is now being asked to consider the addition to the Vacaville Center as an alternative location for the project.

The Board is asked to consider moving the SCOE Classroom project from the Annex to the Center. With no Board action, the project will remain as an addition to the Vacaville Annex.

Government Code: Board Policy: Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

Leigh Sata
Executive Bonds Manager

PRESENTER'S NAME
360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS
(707) 864-7855

TELEPHONE NUMBER
Administration

ORGANIZATION
October 24, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

☐ APPROVAL ☑ NOT REQUIRED ☐ DISAPPROVAL TABLE

JOWEL E. LAGUERRE, Ph.D.
Superintendent-President

October 24, 2014
DATE APPROVED BY SUPERINTENDENT-PRESIDENT