



AGENDA ITEM: 5.(a)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
ELECTION OF GOVERNING BOARD OFFICERS FOR THE 2015-2016 YEAR - PRESIDENT, VICE PRESIDENT, AND APPOINTMENT OF SECRETARY

REQUESTED ACTION:

SUMMARY:

STUDENT SUCCESS IMPACT:

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 5.(b)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
SELECTION OF REPRESENTATIVE TO THE SOLANO COUNTY SCHOOL BOARDS
ASSOCIATION

REQUESTED ACTION:
Approval

SUMMARY:

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 5.(c)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

ESTABLISHMENT OF DATES, TIME, AND LOCATION OF GOVERNING BOARD MEETINGS

REQUESTED ACTION:

Approval

SUMMARY:

In accordance with Education Code Section 72000(c)(2)(A), the governing board of the Solano Community College District designated the Board meeting of December 16, 2015 as the annual organizational meeting of the Governing Board. This involves the tasks listed below:

- Elect a President, Vice President and appoint a Secretary for 2015-2016.
- Establish the dates, times and locations of the Governing Board meetings (attached).
- Select a representative to the Solano County School Boards Association.

STUDENT SUCCESS IMPACT:

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:

**SOLANO COMMUNITY COLLEGE
GOVERNING BOARD PROCEDURES**

REGULAR MEETINGS

Policy 1025

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
CALENDAR OF BOARD MEETINGS FOR 2016**

The Governing Board meets the first and third Wednesday of each month at 6:30 p.m., in the Denis Honeychurch Board Room, Room 626 of the Administration Building, Building 600 located at 4000 Suisun Valley Road, Fairfield, California. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent-President's Office and on the Solano College Web site: www.solano.edu.

January 20, 2016
February 3, 2016
February 17, 2016
March 2, 2016
March 16, 2016
April 6, 2016
April 20, 2016
May 4, 2016
May 18, 2016
June 1, 2016
June 15, 2016
July 20, 2016
August 3, 2016
August 17, 2016
September 7, 2016
September 21, 2016
October 5, 2016
October 19, 2016
November 2, 2016
November 16, 2016
December 7, 2016

Annual Board Retreat To Be Determined

Reviewed by Governing Board for Information: December 2, 2015
Approved by Governing Board: _____



AGENDA ITEM: 5.(d)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
BOARD RETREAT DATE FOR 2016

REQUESTED ACTION:
Approval

SUMMARY:
The Board of Trustees is requested to approve a Board Retreat date and time for 2016

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 12.(a)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
MINUTES FOR THE REGULAR MEETINGS HELD ON DECEMBER 2, 2015

REQUESTED ACTION:
Approval

SUMMARY:

STUDENT SUCCESS IMPACT:

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 13.(b)
MEETING DATE: December 16, 2015

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

TO:
 MEMBERS OF THE GOVERNING BOARD

SUBJECT:
 CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION:
 Approval

SUMMARY:

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adam Balley	Science Lab Technician – Part Time E00052 (Range 16/Step 1)	01/12/16
Amy Meachum	Administrative Assistant IV C00021 (Range 14/Step 3)	12/04/15
Regina Orozco	Nursing (Temporary) Full Time Instructor	01/11/16

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
James Calilan	From Director of Technology Services and Support (Range 48/Step 6) to Interim Chief Technology Officer (Range 49/Step 6)	01/01/16
Justin Howell	From Telecommunication Network Tech (Range 22/Step 7) to Interim Manager, Technology Services and Support (Range 42/Step 8)	01/01/16

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Monica Bustos	Athletic Academic Instructional Lab Assistant	Equity Fund	01/04/16 – 05/20/16	\$14.76
Juston L. Goodwin	Assistant Men’s Basketball Coach	General Fund	12/17/15 – 05/31/16	\$16.66
Jon Harris	Athletic Academic Instructional Lab Assistant	Equity Fund	01/04/16 – 05/20/16	\$14.76
Taisia LaGrone	Custodian – Substitute	General Fund	12/17/15 – 06/30/16	\$13.62

Clitdell Long	Administrative Assistant 2 - Graphics	General Fund	01/05/16 – 06/30/16	\$17.39
Paul Mazzarelle	Assistant Coach – Men’s and Women’s Swim/Dive	General Fund	01/15/16 – 05/07/16	\$16.66
Susan Nygard	Athletic Academic Instructional Lab Assistant	Equity Fund	01/04/16 – 05/20/16	\$14.76
John Sanders	Athletic Academic Instructional Lab Assistant	Equity Fund	01/04/16 – 05/20/16	\$14.76
Jameiz Terrell	Athletic Academic Instructional Lab Assistant	Equity Fund	01/04/16 – 05/20/16	\$14.76

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Alexander Apaka	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Jason W. Barker	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Chris Bishop	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Stephan T. Bowman	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Steve D. Coleman	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Frank S. Drayton	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Matthew W. Fields	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Zachary Glankler	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Sheperd N. Harper	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Thomas P. Gibson	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Susan J. Hassett	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Jarrod Infante	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
John Jansen	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Ron Karlen	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Drew G. Kostal	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Matthew F. Lage	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Gary M. Mahlberg	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Todd “Brian” Moore	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr

John Muraoka	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Mindy G. Simpson	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Jack S. Snyder	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Michael J. Zichichi	Journey Level Assistant for safety supervision for Fire Academy	01/01/16 – 06/30/16	\$25.00/hr
Darcia Tipton	Set designer and props for Fall 2015 play	10/01/15 – 10/22/15	\$1,250.00

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Stan R. Arterberry	Superintendent-President	12/31/15
Dwight Calloway	Facilities Director	01/05/16
Yashica Crawford	Chief of Staff	01/01/16

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Juston Goodwin	Athletics – Men’s Basketball	Assistant Coaching for Men’s Basketball
Steven Y Smith	Academic Success Center	Volunteer for Academic Success Center

STUDENT SUCCESS IMPACT:

Human Resources

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 14.(c)
MEETING DATE: December 16, 2015

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

TO:
 MEMBERS OF THE GOVERNING BOARD

SUBJECT:
 WARRANTS

REQUESTED ACTION:
 Approval

SUMMARY:

11/09/2015	Vendor Payment	2511066258-2511066259	\$ 13,009.41
11/09/2015	Vendor Payment	2511066260-2511066271	\$242,047.19
11/09/2015	Vendor Payment	2511066272-2511066352	\$146,390.33
11/16/2015	Vendor Payment	2511066353	\$29,690.00
11/16/2015	Vendor Payment	2511066354-2511066366	\$353,265.91
11/16/2015	Vendor Payment	2511066367	\$ 8,752.40
11/16/2015	Vendor Payment	2511066368-2511066442	\$175,794.39
11/17/2015	Vendor Payment	2511066443-2511066482	\$10,098.20
11/18/2015	Vendor Payment	2511066483	\$85,156.98
11/18/2015	Vendor Payment	2511066484-2511066510	\$75,817.42
11/19/2015	Vendor Payment	2511066511-2511066573	\$173,912.45
11/30/2015	Vendor Payment	2511066574-2511066585	\$275,445.17
11/30/2015	Vendor Payment	2511066586-2511066662	\$800,782.36
		Total:	\$2,390,162.21

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED 70902 & BOARD ESTIMATED FISCAL
CODE: 81656 POLICY: 3240 IMPACT: \$2,390,162.21



AGENDA ITEM: 14.(d)
MEETING DATE: December 16, 2015

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

TO:
 MEMBERS OF THE GOVERNING BOARD

SUBJECT:
 CONSENT CALENDAR – FINANCE & ADMINISTRATION

REQUESTED ACTION:
 Approval

SUMMARY:

PERSONAL SERVICES AGREEMENTS

Academic Affairs
Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Pamela Gutman	Perform as the automotive industry liaison in connection with the Linked Learning Grant and the Solano Community College Workforce Development Office	December 17, 2015 – December 31, 2016	Not to exceed \$33,000.00
Larson Leadership Institute	Curriculum development and training delivery under the TAACCT grant on behalf of BACWWE/BACWA agencies	December 17, 2015 – April 30, 2016	Not to exceed \$22,000.00
Los Medanos Community College	Developing and implementing work-based learning programs for the auto industry in connection with the Linked Learning Grant	December 17, 2015 – December 31, 2016	Not to exceed \$7,932.00
National Association for Community College Entrepreneurship (NACCE)	Provide training on the New World of Work curriculum developed as part of the Industry Driven Regional Collaborative (IDRC) grant at the Small	December 17, 2015 – February 19, 2016	Not to exceed \$3,500.00

Regenesis Learning Solutions	Business Educators Symposium Provide Microsoft Excel workshop training services to the SCC Contract Education department	December 17, 2015 – December 31, 2015	Not to exceed \$1875.00
Sage Business & Education LLC	Perform Business Plan Pitch Competition Coordinator and Small Business Symposium Activities	December 17, 2015 – June 30, 2016	Not to exceed \$20,000.00

Human Resources

Wade Larson, Associate Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
The Titan Group	Professional Consulting Services	December 5, 2015 – June 30, 2016	Not to exceed \$40,000.00

Student Services

Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Dejatnai J. Johnson	Scorekeeper during women's basketball tournament	December 11, 2015 – December 13, 2015	Not to exceed \$400.00
Professional Personnel Leasing, Inc.	Contract extension for consultant John Mullen to provide support in Admissions & Records, related state reporting and Degree Works implementation while the recruitment for Director is in process.	Revised July 1, 2015 – January 31, 2016	Revised not to exceed \$225,000.00
Phyllis True	Provide support to Financial Aid department to assist with state SSARCC report	September 16, 2015 – November 6, 2015	Not to exceed \$4,000.00
Leah Whatley	Statistician during women's basketball tournament	December 11, 2015 – December 13, 2015	Not to exceed \$400.00

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 15.(e)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

SABBATICAL LEAVE FOR ACADEMIC YEAR 2016-2017

REQUESTED ACTION:

Approval

SUMMARY:

Dr. Leslie Minor, Vice President of Academic Affairs will present the recommendation of the Sabbatical Leave Committee to grant Sabbatical Leaves to the following professors for the 2016-2017 academic year:

<u>Professor</u>	<u>Semester</u>
Margaret Abel-Quintero	Fall 2016
Dale Crandall-Bear	Fall 2016 & Spring 2017
Margherita Molnar	Spring 2017
Darla Williams	Spring 2017

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals
Provides faculty members with the opportunity to improve those professional skills which will benefit students and the District.

ED CODE: Section 87767 BOARD POLICY: ESTIMATED FISCAL IMPACT: \$201,250



AGENDA ITEM: 15.(f)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
TRIO SSS STEM GRANT - DEPARTMENT OF EDUCATION

REQUESTED ACTION:
Approval

SUMMARY:
Solano Community College was awarded a TRiO Student Support Services STEM (TRiO SSS STEM) grant by the U.S. Department of Education to provide support services to students in order to increase their college retention and graduation rates.

TRiO SSS STEM will provide support to low-income, first-generation college students that are majoring in science, technology, engineering and mathematics majors that are pursuing an associate degree and plan to transfer to a four year institution.

The grant period runs from 10/1/2015-9/30/2016 and is renewable for up to five years and provides funding in the amount of \$220,000/year.

Dr. Zhanging (John) Yu and Dr. Jose Ballesteros are presenting this item to the Board of Trustees for approval of the grant and contract award listed.

STUDENT SUCCESS IMPACT:
Help our students achieve their educational, professional and personal goals

<u>ED</u>	<i>Section</i>	<u>BOARD</u>		<u>ESTIMATED FISCAL</u>	\$220,000
<u>CODE:</u>	70902	<u>POLICY:</u>	2150	<u>IMPACT:</u>	<i>Income</i>



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF POSTSECONDARY EDUCATION

August 10, 2015

Yulian Ligioso
Solano Community College/ Fairfield-STEM
4000 Suisun Valley Road
Fairfield, CA 94534

RE: P042A151087

Dear Yulian Ligioso:

Congratulations! It is my pleasure to inform you that the U.S. Department of Education (Department) has approved the fiscal year (FY) 2015 Student Support Services (SSS) Program grant application from your institution. The first year of funding under your FY 2015 SSS grant award cycle will commence on September 1, 2015 and the award is anticipated to continue for five years ending August 31, 2020. Subsequent years of continuation funding will be issued contingent upon your demonstrating that the project has made substantial progress in achieving its approved goals and objectives.

In a letter dated July 13, 2015 and in a subsequent email, you were informed that your application received a total score below the first slate's cut-off score of 106.00, but above 103.00. As such, your application was part of the "funding band" of applicants eligible to request a second peer review pursuant to the Higher Education Opportunity Act of 2008 (HEOA), which amended the Higher Education Act of 1965.

Your institution did not request a second review of your application. Therefore, the total score assigned to your application under the first review phase of the FY 2015 SSS Program competition was retained on the second rank-order award slate and allowed your institution to be funded on the second rank-order slate of successful applicants that consisted of applications scoring 104.00 or above. With the funds available for the second slate of successful applications (approximately \$16.4 million), we were able to fund in rank-order the top 103 applications based on the total score assigned the application.

Important to the successful administration of the grant is a thorough familiarity with the SSS Program authorizing statute (as updated by the Higher Education Opportunity Act of 2008); the SSS Program regulations; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards³⁷, and the GAN along with the content of all attachments.

³⁷ <http://www2.ed.gov/policy/fund/guid/uniform-guidance/index.html>

You should provide these important documents to the business office at your institution. I also recommend discussions between project directors and business officers to ensure that all are aware of the financial management requirements that apply to your SSS Program grant.

The latest Annual Low-Income Levels that you will use to select participants for the SSS project in project year 2015-2016 are posted on our Web site at:
<http://www2.ed.gov/about/offices/list/ope/trio/incomelevels.html>.

You received a set of the non-federal reviewers' evaluations of your FY 2015 SSS Program grant application as an attachment to the July 13, 2015 correspondence. Included with this letter is the SSS project profile summary sheet, which includes the FY 2015 funding amount, the number of participants funded to serve, and the standardized objectives from your project as included in the program narrative section and/or on the profile sheet submitted with the funded application.

Beginning the week of September 21, 2015, your assigned Program Specialist will contact you, pending the review of the application, the reviewers' comments and the budget included in your application, to discuss any need for programmatic and/or budget revisions or adjustments. Following that discussion, you will receive written notification that the project profile summary sheet is approved, or you will receive a revised project profile summary sheet. Our goal is to complete this process by November 13, 2015, as we realize how important it is for you to have approved project objectives. Your assigned Program Specialist will also be able to discuss any programmatic or technical assistance issues which you may have at that time.

Again, congratulations on your success in the FY 2015 SSS Program competition!

Sincerely,



Eileen S. Bland
Acting Senior Director
Student Service

cc: (Authorizing official)

Attachment:
SSS Project Profile Summary Sheet



**US Department of Education
Washington, D.C. 20202**

P042A151087

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534 - 3197	2	AWARD INFORMATION PR/AWARD NUMBER P042A151087 ACTION NUMBER 3 ACTION TYPE Administrative AWARD TYPE Discretionary																			
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Jose M Ballesteros (707) 863-7866 jose.ballesteros@solano.edu EDUCATION PROGRAM CONTACT Mary A Dominguez (202) 219-7059 mary.dominguez@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE 888-336-8930 HELPDESK edcaps.user@ed.gov	4	PROJECT TITLE 84.042A Solano Community College's Project MESA/STEM																			
5	KEY PERSONNEL <table border="0"> <thead> <tr> <th><u>NAME</u></th> <th><u>TITLE</u></th> <th><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Jose M Ballesteros</td> <td>Project Director</td> <td>100 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Jose M Ballesteros	Project Director	100 %													
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6	AWARD PERIODS <table border="0"> <tr> <td>BUDGET PERIOD</td> <td>09/01/2015 - 08/31/2016</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>09/01/2015 - 08/31/2020</td> </tr> </table> FUTURE BUDGET PERIODS <table border="0"> <thead> <tr> <th><u>BUDGET PERIOD</u></th> <th><u>DATE</u></th> <th><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>09/01/2016 - 08/31/2017</td> <td>\$220,000.00</td> </tr> <tr> <td>3</td> <td>09/01/2017 - 08/31/2018</td> <td>\$220,000.00</td> </tr> <tr> <td>4</td> <td>09/01/2018 - 08/31/2019</td> <td>\$220,000.00</td> </tr> <tr> <td>5</td> <td>09/01/2019 - 08/31/2020</td> <td>\$220,000.00</td> </tr> </tbody> </table>			BUDGET PERIOD	09/01/2015 - 08/31/2016	PERFORMANCE PERIOD	09/01/2015 - 08/31/2020	<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	2	09/01/2016 - 08/31/2017	\$220,000.00	3	09/01/2017 - 08/31/2018	\$220,000.00	4	09/01/2018 - 08/31/2019	\$220,000.00	5	09/01/2019 - 08/31/2020	\$220,000.00
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7	AUTHORIZED FUNDING <table border="0"> <tr> <td>THIS ACTION</td> <td>N/A</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$220,000.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$220,000.00</td> </tr> </table>			THIS ACTION	N/A	BUDGET PERIOD	\$220,000.00	PERFORMANCE PERIOD	\$220,000.00													
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8	ADMINISTRATIVE INFORMATION <table border="0"> <tr> <td>DUNS/SSN</td> <td>071680730</td> </tr> <tr> <td>REGULATIONS</td> <td>CFR PART 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and EDGAR AS APPLICABLE</td> </tr> <tr> <td>ATTACHMENTS</td> <td>2 CFR AS APPLICABLE</td> </tr> <tr> <td></td> <td>N/A</td> </tr> </table>			DUNS/SSN	071680730	REGULATIONS	CFR PART 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and EDGAR AS APPLICABLE	ATTACHMENTS	2 CFR AS APPLICABLE		N/A											
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9	LEGISLATIVE AND FISCAL DATA <table border="0"> <tr> <td>AUTHORITY:</td> <td>PL 110-315 TITLE IV THE HIGHER EDUCATION OPPORTUNITY ACT</td> </tr> <tr> <td>PROGRAM TITLE:</td> <td>TRIO - STUDENT SUPPORT SERVICES</td> </tr> <tr> <td>CFDA/SUBPROGRAM NO:</td> <td>84.042A</td> </tr> </table>			AUTHORITY:	PL 110-315 TITLE IV THE HIGHER EDUCATION OPPORTUNITY ACT	PROGRAM TITLE:	TRIO - STUDENT SUPPORT SERVICES	CFDA/SUBPROGRAM NO:	84.042A													
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**US Department of Education
Washington, D.C. 20202
GRANT AWARD NOTIFICATION**

P042A151087

10

PR/AWARD NUMBER: P042A151087
RECIPIENT NAME: Solano Community College

TERMS AND CONDITIONS

- (1) THE DEPARTMENT OF EDUCATION PROGRAM CONTACT PERSON FOR THIS PROJECT IS CHANGED TO THE PERSON NAMED IN BLOCK 3.
- (2) THE RECIPIENT'S PROJECT DIRECTOR IS CHANGED TO THE PERSON NAMED IN BLOCK 3.

AUTHORIZING OFFICIAL

DATE

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

1. RECIPIENT NAME - The legal name of the recipient, name of the primary organizational unit that

2. AWARD INFORMATION - Unique items of information that identify this notification.

PR/AWARD NUMBER - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number."

ACTION NUMBER - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"

ACTION TYPE - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)

AWARD TYPE - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK.

3. PROJECT STAFF - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.

***RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.

EDUCATION PROGRAM CONTACT - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.

EDUCATION PAYMENT CONTACT - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.

4. PROJECT TITLE AND CFDA NUMBER - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.

5.* KEY PERSONNEL - Name, title and percentage (%) of effort the key personnel identified devotes to the project.

6. AWARD PERIODS - Project activities and funding are approved with respect to three different time periods, described below:

BUDGET PERIOD - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.

PERFORMANCE PERIOD - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.

***FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.

7. AUTHORIZED FUNDING - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.

***THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.

***BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.

***PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.

RECIPIENT COST SHARE - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.

RECIPIENT NON-FEDERAL AMOUNT - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.

8. ADMINISTRATIVE INFORMATION - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

DUNS/SSN - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

***REGULATIONS** - *REGULATIONS - The parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the Code of Federal Regulations that govern the award and administration of this grant.

***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grant Administration and Payment System to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

SSS Program 2015 Project Profile Summary

PRNo: P042A151087 **Applicant Name:** Solano Community College/ Fairfield-STEM

Project Director Contact Information:

Name:	<u>Yulian Ligosio</u>		
Phone:		Email:	<u>cynthia.garcia@solano.ed</u>
Address1:	<u>4000 Suisun Valley Road</u>	Address2:	
City, State - Zip:	<u>Fairfield, CA - 94534</u>		

FY 2015 Funding Amount: \$220,000.00

Grant Aid Amount: \$0.00

Number of Participants to be Served each year: 140

Grant Aid Match is Required:
if YES: \$0.00

If NO (select the exemption below):

Title III Part A: Title III Part B: Title V:

Program Objectives:

A. Persistence Rate:	<u>80</u> % of all participants served by the SSS project will persist from one academic year to the beginning of the next academic year or graduate and/or transfer from a two-year to a four-year institution during the
B. Good Academic Standing Rate:	<u>90</u> % of all enrolled participants served by the SSS project will meet the performance level required to stay in good academic standing at the grantee institution.
C1. Two-Year Graduation Rate:	<u>10</u> % of new participants served each year will graduate from the grantee institution with an associate's degree or certificate within four (4) years; AND
C2. Two-Year Transfer Rate:	<u>25</u> % of new participants served each year will receive an associate's degree or certificate from the grantee institution and transfer to a four-year institution within four (4) years.
D. Four-Year Graduation Rate:	<u>N/A</u> % of new participants served each year will graduate within six (6) years.

If any of this information is incorrect please contact your Program Officer.



AGENDA ITEM: 16.(g)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

KPS3 SERVICE CONTRACT EXTENSION

REQUESTED ACTION:

Approval

SUMMARY:

The branding campaign service contract with KPS3 dated July 29, 2014 has expired and is not completed. The budget amount remaining on the contract is \$21,960.00. Approval is requested to extend the agreement through February 29, 2016.

STUDENT SUCCESS IMPACT:

To aid in communicating the Solano Community College District mission to our constituents.

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$0

**AMENDMENT TO SERVICE CONTRACT
EXTENSION AGREEMENT**

This extension agreement is made and entered into as of this 16th day of December 2015, by and between KPS3 Marketing (Contractor) and Solano Community College (College),

Whereas a certain Service Contract between the parties dated July 29th, 2014, expired on January 31, 2015, and the parties want to extend and continue said Service Contract; it is agreed that said Agreement is extended for an additional term commencing upon the expiration of the original term and shall now expire on February 29, 2016.

All other terms and conditions outlined in the contract shall remain in effect.

These signatures attest the parties' agreement hereto:

KPS3

SOLANO COMMUNITY COLLEGE

Stephanie Kruse
President

Stan R. Arterberry
Interim Superintendent-President

Date

Date



AGENDA ITEM: 18.(a)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

MEMORANDUM OF UNDERSTANDING WITH VALLEJO CITY UNIFIED SCHOOL DISTRICT
AND SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

SUMMARY:

The sponsored program will be operated in compliance with the California Department of Education, Career & College Transition Division through the California Careers Pathway Trust grant. This agreement describes how Solano Community College will be in cooperation with Vallejo City Unified School District to serve its students through an integrated system of service delivery.

STUDENT SUCCESS IMPACT:

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:

MEMORANDUM OF UNDERSTANDING

Vallejo City Unified School District and Solano Community College

Pursuant to the Vallejo City Unified School Career Pathways Trust Initiative in Vallejo, California

This Memorandum of Understanding describes the overarching agreements, values, policies and operating agreements reached by the Vallejo City Unified School District (VCUSD) and Solano Community College (SCC) in March 2014. The sponsored program will be operated in compliance with the California Department of Education, Career & College Transition Division through the California Careers Pathway Trust grant. The program is carried out under CDE, and encourages the coordination of education, industry and community through partnerships among: 1) local educational agencies; 2) post-secondary institutions; 3) regional industry; and 4) community-based organizations, non-profit organizations, and other public or private entities.

Purpose of Memorandum of Understanding

This agreement is entered into in a spirit of cooperation by the partner agencies and organizations to describe how their various institutional resources and funding can be utilized to better serve Vallejo City Unified School District students, parents, and families, through an integrated system of service delivery operated in Vallejo, California. It is understood that the development and implementation of this district-wide system will require mutual trust and teamwork between all agencies and organizations (the partners) to accomplish shared goals.

Overarching Goal and Core Principles

Based on the expectations of the California Careers Pathway Trust, the overarching goal is to build robust partnerships between employers, schools, and community colleges in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment.

The program is built on the following evidence-based assumptions and core principles:

1. Students participating in career pathways programs will be more fully prepared for career and college.
2. Collaborative regional or county-wide networks are more likely to build innovative and quality (high-skill, high-wage, and high-growth) career pathways programs that lead to employment or postsecondary education than programs designed by a single institution.
3. Work-based educational and training opportunities will enhance the employment prospects of low and moderate income individuals, and contribute to the stability and economic development of their communities.
4. Integrated academic and technical learning will best prepare students for both postsecondary education and careers in high-skill, high-wage, and high-growth sectors of the economy.

To further the local vision, outcomes and goal, all partners signed herein will:

- Establish or strengthen existing regional collaborative relationships and partnerships between business entities, community organizations, and educational agencies;
- Develop and integrate standards-based academics with a career-relevant, sequenced curriculum following industry-themed pathways that are aligned to high-skill, high-wage, high-growth jobs, or emerging regional economic sectors;
- Provide articulated pathways to postsecondary education aligned with regional economies.
- Leverage and build on any of the following:
 - Existing structures, requirements, and resources of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, California Partnership Academies, and Regional Occupational Centers and Programs (ROCPs) including staff knowledge, community relationships, and course development;

- Matching resources and in-kind contributions from public, private, and philanthropic sources.
- The California Community Colleges Economic and Workforce Development Program and its sector strategies and deputy sector navigators.
- Participation in the local California Community Colleges Skills Panel.

Program Outcome Measures

The partners will be held accountable to measurable outcomes during the period of the grant including

1. Increase the graduation rate
2. Increase number of students graduating with A-G requirements met
3. Increase number of students passing the CAHSEE (first time)
4. Increase number of internship opportunities
5. Number of participating students enrolled in career pathways
6. Number of students participating in internships, work-based learning, mentor, job shadowing opportunities, work experience and student leadership programs.
7. Number of students in the career pathways program who received a high school diploma
8. Number of students in the career pathways program who received a nationally recognized or state approved career technical education certificate.
9. Number of students who completed one credit-bearing course and/or completed a career pathway within the career pathways programs
10. The number of student in career pathways program who entered employment or training.

Guiding Purpose

Functional Integration of Service Delivery

Together, the partners will plan, coordinate, and provide services in an effort to maximize the utilization of resources, and will continuously enhance the integrated Careers Pathway Trust delivery system. This will result in a seamless system where there is no wrong door and everyone who contacts the VCUSD in any manner is considered a "shared customer" based upon the Stanford University research-based Collective Impact Model of 2011.¹ This model involves creation of a centralized infrastructure, a dedicated staff, and a structured process that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants coordinated by a "backbone" agency. VCUSD will serve as the backbone agency.

Each partner will maintain appropriate managerial control over their funded program services delivered on the VCUSD school sites and responsibility for staff performance. As the work environment transforms to one with multiple partners serving common students within the framework of functionally integrated teams, it is anticipated that functional supervision of staff will be supported by an independently functioning Backbone Agency coordinating the work of all participating partners.

Enhanced Employer Services

Together, the partners will embrace the researched-based Collective Impact Model developed by Stanford University focusing on youth academic, social and health development and implementation of innovative, integrated strategies to meet student needs to help VCUSD children meet challenging academic content and achievement standards.

Consensus Management

Together, the partners will work closely to ensure that all the needs of our students are met. Partners will make decisions by consensus at all levels of the organization.

¹Kania, John and Mark Kramer. "Collective Impact." *Stanford Social Innovation Review*. Winter, 2011.

Funding of Services and Operating Costs

It is agreed that the program services and activities provided through the VCUSD Partnership will be funded by VCUSD through the Careers Pathway Trust grant as well as in-kind and actual shared costs for programs, services, facilities and/or related items among all partners. Value of in-kind items and/or services will be mutually agreed upon by the partners.

Indemnification and Liability

To the furthest extent permitted by California law, parties shall, at their sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that the parties propose to defend the indemnified parties.

Insurance

1. The Contractor shall procure and maintain at all times it performs any portion of the services the following insurance with minimum limits equal to the amount indicated below.

1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
Automobile Liability Insurance - Any Auto	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory
Employer's Liability	\$ 1,000,000

Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

Equal Opportunity and Nondiscrimination Obligations

The partners to this MOU agree that they will not discriminate in its employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran's status, faith based organizations, or on the basis of any other classification protected under state or federal law. The partners to this MOU certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and that such policies and procedures have been given to all employees and posted as required by law.

The partners to this MOU assure that they will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the CCPT grant application.

In the event of any party's noncompliance with the nondiscrimination clause or with any such laws, as determined by an administrative agency of the state or federal government or a court of competent jurisdiction, this MOU may be terminated or suspended and other sanctions may be imposed and remedies invoked.

The partners to this MOU must, upon the request of the California Department of Education (CDE), furnish all necessary documents and records to the CDE for the purposes of investigation to ascertain compliance with the provisions of services. In addition, all partners must permit access to its books, records, documents or records reflecting the necessary information requested. The parties must furnish such information on reporting forms supplied by CDE or VCUSD.

The VCUSD partners to this MOU will assure that complaints alleging discrimination on any of the above basis will be processed in accordance with 29 CFR Part 37.76.

Impasse Resolution

In the event that an impasse should arise between the partners regarding the terms and conditions, the performance, or administration of this agreement, the following procedure will be initiated: (1) the VCUSD partners will document the negotiations and efforts that have taken place to resolve the issue; (2) the VCUSD Superintendent will meet with the local

ected officials and/or partners to resolve the issue; (3) if an agreement cannot be reached, a mediator will be approached to provide assistance in resolving the issue.

Modification Process

Any party to this agreement may request a modification to this agreement. Such requests should be in writing and must be agreed to by all the parties. Modifications to this agreement must be in writing, signed and dated, and entered into with the same degree of formality as that required for entry into the original agreement. If any provision of this agreement is found to be invalid, the remainder of the agreement shall not be affected.

Duration of the Memorandum of Understanding

This agreement will become effective upon signature of all parties to this agreement and shall terminate on June 30, 2017, unless terminated earlier by any of the parties to the agreement. The agreement may be terminated by any of the parties upon 30 days written notice to the other parties. This agreement may be extended on a yearly basis in writing by each party to this agreement.

Scope of the Solano Community College Work for the Vallejo Careers Pathway Trust Initiative

Solano Community College (SCC) agrees to the following:

- a) Identify expert SSC staff that will collaborate with VCUSD faculty, colleges and industry partners to strengthen career pathway programs.
- b) Designate college leadership staff to plan activities to engage industry to: (1) advise our career pathway programs to meet current and emerging industry needs; (2) assist with work-based learning opportunities for students; and (3) participate in monthly meetings to guide and support the career pathway programs.
- c) Ensure SCC faculty and college leadership attend professional development that equips them to deliver effective career pathway programs through collaborative curriculum development, alignment with Common Core, and integrating 21st century competencies into academic and career-relevant instruction.
- d) Provide SSC staff from counseling, matriculation, admissions and records departments to provide services to recruit and support VCUSD students into SCC programs.
- e) Implement college and work readiness skills training in K12 and the community college, including skills such as time management, collaboration, problem-solving, communication and analytic skills.
- f) Collaborate with high school faculty to ensure that course content will prepare students for college level work.
- g) Ensure that SCC senates and disciplinary faculty implement dual enrolment, credit by exam, and other strategies that support the attainment of college credit by high school students before graduation.
- h) Collaborate with the secondary partner(s) to determine which courses will be taught by college faculty, by high school teachers with adjunct status, or by a combination of the two (ensuring the appropriate college-level rigor of courses taught by adjunct faculty) leveraging dual enrollment, credit recognition on e-transcript, and credit-by-exam policies in support thereof;
- i) Create courses, as needed, to add or augment the required postsecondary elements to pathways' programs of study
- j) Comply with all data sharing and tracking requirements of the VCPT grant including quarterly reporting.
- k) Provide dedicated lead staff to work with the VCPT consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be Cal PASS Plus/Launch board)
- l) Ensure that all SCC data requirements and required information are provided and uploaded compliantly with the understanding that VCUSD reserves the right to withhold grant funds until data is provided as established by VCUSD.
- m) Leverage the activities and support of existing research and MIS departments to support the active participation of VCUSD for this grant.
- n) Commit to maximize available funding streams (in addition to grant funding), to support the needs of participating students.

Resource Sharing Partnership with VCUSD and Solano Community College

The following resources will be allocated to ensure the outcomes of the CCPT grant are met. Allocations will be reviewed quarterly to ensure resources are adequately aligned with activities within the period of the grant.

Grant Year	CCPT Allocation from VCUSD to SCC	In-Kind Match from SCC
2015-2016 (Year 2)	\$209,534	\$323,287
2016-2017 (Year 3)	\$96,146	\$138,551

Signatures

The entire agreement of the parties is contained herein and this agreement complements and does not supersede any and all prior oral agreements and negotiations between the parties relating to the subject matter thereof.

Each signatory thereof certifies that he/she has the legal authority of the governing body of the parties to enter into this agreement, and the parties jointly and separately accept the responsibility for the operation of the Vallejo City Unified School District Full-Service Community Schools Program under this agreement.

<i>Representing</i>	VCUSD (Chief Local Elected Officials)
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<hr/> <i>Signature</i> Dr. Ramona Bishop	<hr/> <i>Superintendent</i>
<hr/> <i>Name</i>	<hr/> <i>Title</i>
	<hr/> <i>Date</i>

<i>Representing</i>	Solano Community College
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<hr/> <i>Signature</i>	<hr/> <i>Title</i>
<hr/> <i>Name</i>	<hr/> <i>Date</i>



AGENDA ITEM: 18.(b)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD COMMITTEE
ASSIGNMENTS FOR 2016

REQUESTED ACTION:

SUMMARY:
The Solano Community College District Board of Trustees identified the following Board Ad Hoc Subcommittees for 2016. Attached is a copy of the Board Ad Hoc Subcommittees, along with a listing of Trustees who served on the committee in 2015. The Board is requested to make revisions as needed and to approve committee assignments for 2016.

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 18.(c)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

RECOGNITION OF STAN R. ARTERBERRY

REQUESTED ACTION:

Approval

SUMMARY:

The Board of Trustees wishes to recognize Interim Superintendent/President Stan R. Arterberry for his service to Solano Community College District.

STUDENT SUCCESS IMPACT:

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

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:



AGENDA ITEM: 19.(d)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
RESIGNATION TO RETIRE

REQUESTED ACTION:
Approval

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
David Doty	Lead – Technology Specialist 19 years and 6 months of service at SCC	01/18/2016

STUDENT SUCCESS IMPACT:
Human Resources

ED CODE: **BOARD POLICY:** **ESTIMATED FISCAL IMPACT:**



AGENDA ITEM: 19.(e)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

New Faculty Release Time Position: Designers - Baccalaureate Degree in Biomanufacturing

REQUESTED ACTION:

N/A

SUMMARY:

New faculty release time position being presented in support of the Baccalaureate Degree in Biomanufacturing.

STUDENT SUCCESS IMPACT:

Human Resources

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT:

EMPLOYMENT OPPORTUNITY

Designers – Baccalaureate Degree in Biomanufacturing

Release Time Assignment Full Time/Part Time Faculty

2 positions @ 30% each, based on need and funding

Application Deadline: December 2, 2015

Position Description	Solano Community College is seeking among its full-time/part time faculty 2 individuals to provide leadership for the development of the Baccalaureate degree program in Biomanufacturing in the Spring 2016 and the Fall semester of 2016-2017. The Designers will report to the Dean for the School of Mathematics and Science.
Length of Assignment	The duration of this District-wide assignment begins in Spring 2016 and ends in Spring of 2017. Should services be required during summer breaks, compensation will be in accordance with the provisions of Article 20.104 of the Collective Bargaining Agreement and graded depending on activities being undertaken.
Responsibilities and Duties	<p>Coordinates tasks under the direction of the Dean for the School of Math and Science to:</p> <ul style="list-style-type: none"> • Design the Bachelor of Science Degree in Biomanufacturing including the Program Learning Outcomes and courses requirements. • Develop the course outlines for the ten upper division courses in the major and serve as a resources for creation of the three upper division general education courses. • Take the course outlines and the program outline through the Academic Senate/Curriculum committee approval process. • Coordinate and participate in the appropriate committees that are empowered by the college to implement the Baccalaureate degree. • Assemble and work with the industry advisory committee to develop the details of the course content. • Determine the equipment, expendables, and the other resources needed to implement the Baccalaureate degree and make recommendations to the Vice Presidents and Superintendent President regarding those resources. • Work with student support faculty and staff to make sure that the student support infrastructure will be in place when the

	<p>program launches in Fall 2017.</p> <ul style="list-style-type: none"> • Provide updates to Superintendent/President, the Vice President of Academic Affairs, Executive Management Team, the Academic Senate, the College Governance Council and the Governing Board. • Prepare for team visit of the ACCJC to support the substantive change application. • Be available to the Evaluation Team during its visit. • Serve as a resource on the program for the faculty, staff, high school principals and counselors, faculty at other colleges, industry representatives and other interested parties. • Attend appropriate professional development courses, conferences, and workshops.
Eligibility	<p>Applicants must have Affiliation with Solano Community College and hold at least a Master's degree. Successful candidates will have the following abilities and experience:</p> <ul style="list-style-type: none"> • Possess the appropriate background in biomanufacturing. • Experience working with faculty and or staff. • Prior participation in curriculum development and in the curriculum approval process. • Hard working and committed to task completion.
Application Information	<p>Submit a current resume AND the Request for Consideration (the lower portion of this announcement) to monique.chappel@solano.edu</p>

REQUEST FOR CONSIDERATION

Application Deadline: December 2, 2015

Please consider me for the **Designers – Baccalaureate Degree in Biomanufacturing** position. Attached is an updated current resume.

Name: _____

Position: _____

Email: _____



AGENDA ITEM: 20.(f)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTINENTAL SERVICE GROUP, INC. D/B/A CONSERVE CONTRACT TO PROVIDE DEBT RECOVERY AND ADMINISTRATIVE SERVICES ON DELINQUENT STUDENT RECEIVABLES

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested to contract with ConServe to provide student accounts receivable management services including debt recovery, referral of disputed balances to the District for resolution and management of payment plan arrangement to facilitate resolution of outstanding balances.

Total cost of the contingent collection fees is estimated at \$27,000 for an initial placement of accounts.

Staff will be present to answer questions.

STUDENT SUCCESS IMPACT:

ED CODE: BOARD POLICY: 3225 ESTIMATED FISCAL IMPACT: \$27,000

This Agreement is made July 30, 2015, by and between Continental Service Group, Inc., d/b/a **ConServe** (the "Agency") and **Solano Community College** with offices at 4000 Suisun Valley Road Bldg #600, San Bruno, CA 94585 (the "Client"). The Client and Agency hereby agree as follows:

1. GRANT; SCOPE. Client hereby grants Agency the right to provide debt recovery services and administrative services for and on behalf of Client. The Client shall refer to Agency its delinquent accounts receivable (hereinafter referred to as "account(s)") for the purpose of having the Agency attempt to collect the same, any of which accounts the Agency may accept or reject in its sole discretion. Client may direct Agency to perform certain administrative services to reflect Client's terms and conditions with its debtor in the delinquent account receivable. Such services may include data entry of account information into Agency's database, data entry of additional amounts such as interest, late fees or collection costs to the account, data entry of Client's adjustments to the account, and data entry to correct errors in information, and letter mailing services. Such services may be compensated separately and have terms and conditions in addition to the terms of this Agreement. Client also grants the Agency the authority and right to receive, endorse and deposit, as the Agency determines, any commercial paper made payable to Client or Agency or any other consideration received on any account referred to Agency. The Client agrees that the Agency may, with the Client's consent, contact or refer any account to an attorney for collection; provided, however, that the fees, costs and disbursements of any such attorney shall be borne and paid by the Client.

2. PROCEDURES. Agency shall use commercially reasonable efforts (e.g. telephone contacts, mail efforts, skip-tracing, credit bureau inquiries) to recover any accepted accounts referred to it hereunder. Agency shall use its own facilities and staff to provide the debt recovery services contemplated hereby. Client agrees to work with Agency, or direct its Agents, to place accounts electronically, using an electronic medium. Client shall, or direct its Agents, to reconcile its records of the delinquent accounts receivables with Agency every thirty (30) days. Such reconciliation is a comparison of Client's delinquent accounts receivables records, including account demographics, legal status, and payment activity, with the records of Agency.

3. AGENCY COMPENSATION GENERALLY. From the date Agency receives Client's placement, Client shall pay Agency compensation for its services as described in this paragraph. Agency shall be entitled to its compensation, regardless of the method in which the debtor's payment occurred. Agency shall be entitled to a rate of twenty percent (20%) of the total amount collected on all **primary** placements of Accounts. Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected on all

secondary placements. If the Agency refers an Account to an attorney for further legal action, Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected by such attorney. Agency shall be entitled to compensation on all amounts collected on Accounts, including any payments made directly to the Client. The Client shall give the Agency written notice of a direct payment no later than five (5) days after receipt of such payment and shall direct its agents to provide said direct payment notices to Agency. No term herein shall limit or condition whether Agency will be paid for its services, except for the terms in paragraphs 10 and 11. Any compensation for additional services provided by the Agency shall be provided at such rates as agreed to by the Agency and the Client. Agency Compensation covers Agency costs including but not limited to: salaries of all employees of Agency in all functions, telephone, letter, and mailing costs, costs for reporting delinquent accounts receivables to credit repositories, costs for purchase of credit bureau reports and consumer information, costs associated with computer operations and the maintenance of records; insurance premiums, bank charges, and costs charged by state agencies.

4. REMITTANCE OF COLLECTIONS AND AGENCY COMPENSATION INVOICES. By the fifteenth (15th) day of each month, in arrears, the Agency shall remit to the Client the net amount collected by Agency on all Accounts, including a detailed report by Account of payment activity. Client shall remit to Agency, within fourteen (14) days of receipt of Agency's report, all Agency compensation, attorney's fees and attorney's costs due Agency as indicated in such report. Invoices not paid within thirty (30) days shall be assessed a finance charge of two percent (2%) per month on the outstanding balance. Client shall pay all costs and expenses paid or incurred by Agency in enforcing this agreement, namely collecting its compensation from Client under this Agreement, including, but not limited to, attorneys' fees, Agency collection costs, and court costs.

5. ACCURACY OF INFORMATION. Client shall agree to follow federal and state consumer protection laws governing the accuracy of account information, assessment of amounts in excess of principal and communicating the accurate legal status of an account. Specifically, Client represents and warrants that any and all information concerning Accounts provided to Agency shall be accurate, complete and error free and shall include information regarding all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, and in which the debtor is bankrupt. Client shall not refer any Accounts that do not represent a valid, legal receivable. Client's records shall match Agency's records at all times. Client shall promptly notify Agency of any inaccuracies or errors in any information provided to the Agency.

6. ACCOUNT BALANCE INFORMATION. Any additions to the principal amount of the delinquent account receivable are done solely at the discretion of the Client, in accordance with paragraph 7 of this Agreement. Client represents and warrants that should it decide to add collection costs, interest or other charges to the account balance, that it has reviewed its agreements with its customers, sought the advice of an Attorney as to the terms of the Client's agreements with its customers, and state and federal law related to the assessment of additional costs or interest. Should Client decide to add collection costs, interest or other charges to its accounts prior to placement with Agency, Client shall provide at the time of placement an itemization of principal, each addition, interest rates and dates, and any other information necessary to accurately communicate the amount of the delinquent account receivable to the debtor. Client will update its account receivable records to reflect such additional amounts. Client will immediately advise Agency of any changes to the accounts in writing. Client understands that the assessment to a consumer of the additional amounts discussed in this paragraph without a written agreement to do so is prohibited in some states. Client shall indemnify and hold Agency harmless for any damages Agency incurs as a result of Client's decision and instruction to collect from consumers any of the additional amounts discussed in this paragraph.

7. COLLECTION COSTS. Based on the parties' understandings, collection costs are the amount of costs charged by the Client to the debtor for the collection of the debtor's account. The Client determines the amount of this cost. Client, upon review of its records and agreements with its debtors, directs Agency to reflect said amounts in the account provided by Client in the following manner:

SELECTION AND AUTHORIZATION: Client, please make selections considering loan/fund type and initial.

- No collection costs are to be assessed to accounts.
- A fixed amount for collection costs are to be assessed to accounts: \$ _____
(e.g., a fixed \$250.00 per account referred)
- A fixed percentage rate for collection costs are to be assessed to accounts: ____ %
(e.g., a fixed 30% of the principal and interest referred)
- Inverse complement method for assessing collection costs to accounts.
(e.g., account amount x (1 ÷ 1 - commission rate))
- Other: (please specify)

8. CREDIT REPORTING. Agency shall provide information on Accounts to credit repositories unless expressly directed not to do so by Client. In either case, Client

shall promptly notify Agency of any and all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, in which the debtor is bankrupt, and on which the debtor has made full or partial payment. Client agrees to provide Agency with the original date of delinquency on each Account placed. Client agrees to hold Agency harmless for any information provided to Agency which results in Agency providing inaccurate or false account information to credit repositories.

9. INDEMNIFICATION. Each party (the "Liable Party") agrees to indemnify, defend and hold harmless and pay all judgments and claims against the other party ("Non-Liable Party") for all liabilities arising out of claims against the Non-Liable Party relating any liability or damage to a third person incurred by reason of any act, omission or any breach of any provision of this Agreement by the Liable Party in connection with this Agreement, including reasonable attorneys' fees incurred by the Non-Liable Party. Such actions shall include but not be limited to violations of any laws and/or regulations which govern the collections of delinquent accounts, credit reporting and accuracy of information. With respect to any circumstance under which either party might be responsible for indemnity under this Agreement, the Non-Liable Party shall consult with the Liable Party to give the Liable Party the opportunity to resolve any claim with third parties which might result in such indemnification. The Non-Liable Party shall not settle any claim without the Liable Party's prior written consent, which shall not be unreasonably withheld. Provided further, however, that as to any actions by third parties constituting the subject of the indemnification under this Section, the Liable Party, at its option, shall assume and control the defense and settlement of each such action, including employment of counsel and payment of all expenses. The Non-Liable Party shall give the Liable Party written notice of any request for indemnification promptly after learning any fact or circumstance which might reasonably result in such a request and provide the Liable Party with a reasonable opportunity to defend against the underlying claim or settle or otherwise dispose of the claim and cooperate with Liable Party in the defense or other disposition of such claim.

10. TERM. The term of this Agreement shall be for three (3) years commencing on the date hereof, and shall automatically renew for additional three (3) year Terms unless either party hereto provides written notification of non-renewal to the other party no later than thirty days prior to any automatic renewal.

11. TERMINATION. This Agreement may be terminated by either party, during the initial Term and any renewal Term, for the following reasons: (a) upon the material breach of this Agreement which breach is not cured within ten (10) days after receiving written notice from the other of the such breach; (b) the other party's bankruptcy, insolvency,

assignment of assets for the benefit of creditors. In the event a party feels it has need for termination, it shall notify the other party in writing stating the reasons for its desire to terminate this agreement. No termination of this Agreement relieves Client or Agency from their obligations, which have accrued prior to the effective date of termination, or by their nature are intended to survive the termination of this agreement. In the event of such termination or expiration of this agreement Client agrees to allow agency to continue collection activity on all Accounts which are in repayment or have documented payment arrangements. As a result Agency shall be entitled to compensation as aforementioned.

12. INSURANCE. Agency shall, during the term of this Agreement, maintain in effect: an Error and Omissions Liability Policy with coverage in an amount of \$1,000,000 per occurrence, a Blanket Crime Bond (Employee Fidelity Policy) with coverage in the amount of \$1,500,000, and General Commercial Liability and Workers Compensation coverage in such amounts determined by the Agency. Agency shall provide Client with certificates of insurance upon request.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance by the laws of the State of New York, without reference to conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the State of New York and/or the Federal Courts located in the State of New York will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action will be in Monroe County, New York and/or the U.S. District Court for the Western District of New York.

14. NOTICES. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice shall be delivered or sent to a party at its address, fax number or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

15. OTHER. This is the entire Agreement between the parties, including any attached addenda with respect to its subject matter, and any previous or contemporaneous understanding is merged herein. Captions are included for convenience only and have no substantive significance.

16. SURVIVAL. The provisions of sections 3, 4, 6, 7, 8, 9, 11, 13, and 14 of this Agreement shall survive termination or expiration of this Agreement.

17. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT. ConServe is an Equal Opportunity Employer committed to preventing discrimination against any employee or applicant for employment because of race, color, religion, national origin, gender, age, disability, veteran's status, sexual orientation or gender identity (or sexual orientation and marital status under state law), is in compliance with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam-Era Veteran's Readjustment Act of 1974, and state, and local law.

18. Any modifications must be agreed to in writing by both parties.

19. RELATIONSHIP OF PARTIES. Nothing herein contained or done pursuant to this Agreement shall constitute Agency, its agents or employees a partner, joint venturer, or employee of the Client.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this agreement on the day and year first written above.

**CONTINENTAL SERVICE GROUP, INC. D/B/A
CONSERVE**

By: _____
Pamela Baird, Secretary

Address for Notices:
ConServe
P.O. Box 7
Fairport, New York 14450
Attn: General Counsel

SOLANO COMMUNITY COLLEGE

By: _____
Patrick Killingsworth, Director, Fiscal Services

Address for Notices:
Solano Community College
4000 Suisun Valley Road Bldg #600
San Bruno, CA 94585
Attention: Patrick Killingsworth, Director, Fiscal Services



AGENDA ITEM: 20.(g)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

EXTENSION AGREEMENT WITH THOMAS A. BECKETT FOR CONSULTING SERVICES

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested to extend the agreement with Thomas A. Beckett for consulting services to act as Interim Executive Bonds Manager, until the position is filled.

The extension is from January 1, 2016 through April 30, 2016 with fees not to exceed \$80,000.

Staff will be present to answer questions.

STUDENT SUCCESS IMPACT:

ED CODE: BOARD POLICY: 3225 ESTIMATED FISCAL IMPACT: \$80,000 Measure Q Funds

**AMENDMENT TO CONSULTING AGREEMENT
CONTRACT EXTENSION**

This extension agreement is made and entered into as of this day of December 17, 2015, by and between Beckett Construction and Building Services (hereinafter "Consultant") and Solano Community College District (District),

Whereas a certain Consulting Agreement between the parties dated September 1, 2015, is set to expire on December 31, 2015, and the parties want to extend and continue said Consulting Agreement; it is agreed that said Agreement is extended for an additional term commencing upon the expiration of the original term and shall now expire on April 30, 2016.

In consideration of this Agreement, District shall pay Consultant for services at the rate of \$150.00 per hour, not to exceed \$80,000 without further written authorization.

All other terms and conditions outlined in the contract shall remain in effect.

These signatures attest the parties' agreement hereto:

Beckett Construction and Building Services

Solano Community College District

Thomas A. Beckett
Consultant

Yulian Ligioso
Vice President, Finance & Administration

Date

Date



AGENDA ITEM: 20.(h)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

EXTENSION OF AGREEMENT WITH AEROTEK, INC.

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested to extend the contract with Aerotek, Inc. Aerotek is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. An “Engineer” is required to backfill one vacant position while the District hiring process for the permanent position is carried out. The agreement is through June 30, 2016, or until the position is filled, whichever comes sooner. Total amount not to exceed \$50,000.

STUDENT SUCCESS IMPACT:

ED CODE: BOARD POLICY: 3225 ESTIMATED FISCAL IMPACT: \$50,000



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made this 10th day of July, 2014, by and between AEROTEK, INC., a Maryland corporation, ("AEROTEK"), and Solano Community College ("Client").

BACKGROUND

AEROTEK is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term "Contract Employee" means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. TERM: This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

2. CONTRACT EMPLOYEES:

2.1. SERVICES: AEROTEK shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A, is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or AEROTEK request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing by both parties. Such agreed upon terms shall become a part of this Agreement, as amended.

2.2. DUTIES: It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Exhibit A for Client without the express written consent of AEROTEK. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A or within the job description attached hereto, AEROTEK may, in its sole and absolute discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees.

Client agrees that it will not permit any Contract Employee to (i) handle cash, negotiable instruments or other valuables without AEROTEK's written consent (and then only under Client's direct supervision), or (ii) transport or convey money, securities or negotiable instruments for Client (including, but not limited to, delivering bank deposits to a bank or other institution).

3. INDEPENDENT CONTRACTOR STATUS: With respect to the services provided by AEROTEK, AEROTEK shall be an independent contractor. AEROTEK shall provide any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. INVOICES: AEROTEK shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK shall be supported by a time card or other time record approved by a representative of Client. Invoices submitted by AEROTEK to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

5. PAYMENT DEFAULT: Payment in full for invoices via check or EFT shall be due within thirty (30) days from invoice date, at AEROTEK, 3689 Collection Ctr. Dr., Chicago, Illinois 60693. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due or Client has exceeded AEROTEK's established credit limit, AEROTEK shall notify Client verbally or in writing of such occurrence. Upon such notice, AEROTEK may, without additional notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption or stoppage of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment.

6. EXPENSES: Client shall reimburse AEROTEK for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

7. COLLECTION: If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of AEROTEK's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the terms of Section 15.10 of this Agreement AEROTEK may institute proceedings to seek a default judgment in any court of competent jurisdiction in the United States.



8. TIME RECORDS: AEROTEK Time and Expense shall be the official time record for purposes of payment under Sections 4 and 5 herein.

9. PURCHASE ORDERS: Payment of AEROTEK invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK a written purchase order [days/hours] before the first Contract Employee start date identified on Exhibit A. As stated in Section 15.7 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. If a purchase order is required pursuant to this paragraph, failure by Client to deliver said purchase order shall not release Client of its obligations contained in this Agreement.

10. RESTRICTIVE COVENANT:

10.1 RESTRICTIVE COVENANT - CONVERSION: AEROTEK is not an employment agency. Its services are provided at great expense to AEROTEK. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employees last day of work at Client through AEROTEK, the Client will pay AEROTEK, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

10.2 RESTRICTIVE COVENANT - RIGHT TO HIRE: Notwithstanding, the above Section 10.1, if Contract Employee has completed the minimum assignment duration at Client for AEROTEK, pursuant to Exhibit A, there will be no fee for directly hiring the Contract Employee.

10.3. ACCOUNT STATUS: If Client exercises its right to hire a Contract Employee at a time when Client is in breach of Section 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee equal to 30% of the Contract Employee's first year salary, including bonuses with Client, even though the Contract Employee has completed the assignment duration outlined in the attached Exhibit A.

10.4. SUBMITTALS - RIGHT TO HIRE: Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates for which resumes are submitted to Client by AEROTEK in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by AEROTEK is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK as liquidated damages an amount equal to 30% of the employee's first year annual salary, including bonuses.

11. CONTRACT EMPLOYEE PERFORMANCE: Within the initial employment guarantee period as detailed in the attached Exhibit A from any Contract Employee(s) starting date, Client shall review the Contract Employee's performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and

Client wishes AEROTEK to terminate its engagement of such Contract Employee, Client must notify AEROTEK within the initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful and are bona fide in AEROTEK reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that AEROTEK terminate the engagement of that Contract Employee upon written notice to AEROTEK, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

12. LIMITATION OF LIABILITY: AEROTEK does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that AEROTEK is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, AEROTEK shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

13. CLIENT PROPERTY:

13.1. WORK PRODUCT: All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

13.2. DAMAGES: AEROTEK does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows Contract Employees to use or have access to any property of Client, (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK against and from such claims made or brought for any damaged, stolen, or lost property of Client.

13.3. CONFIDENTIALITY: AEROTEK recognizes that while performing its duties under this Agreement, AEROTEK and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

14. NOTICES:

14.1. MANNER: Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery,



express mail, or certified or registered mail, postage prepaid, return receipt requested.

14.2. ADDRESSEE: A Notice shall be addressed, in the case of AEROTEK, to Assistant Controller--Mid-Atlantic Region at: 7301 Parkway Dr. Hanover, MD 21076 or, in the case of Client, to Solano Community College, at 4000 Suisun Valley Road, Fairfield, CA, 94534 . If sent by facsimile, a Notice shall be sent to AEROTEK at (410) 579-3106 or to Client at (707) 864-7000.

14.3. DELIVERY: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted; provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

14.4. CHANGES: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

15. MISCELLANEOUS:

15.1. GOVERNING LAW: The laws of the State of Maryland shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

15.2. SEVERABILITY: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

15.3. COUNTERPARTS: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

15.4. HEADINGS: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

15.5. BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

15.6. AMENDMENTS AND MODIFICATIONS: Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

15.7. ENTIRE AGREEMENT: This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

15.8. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

15.9. REMEDIES CUMULATIVE: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

15.10. ARBITRATION: Except as provided in Section 7 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

15.11. BACKGROUND SECTION: The Background section above is a part of this Agreement.

15.12. ASSIGNMENT: No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

15.13. MOTOR VEHICLES: Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK expressed written permission.

15.14. COMPLIANCE: Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK hereunder, including but not limited to the following:

15.14.1. EQUAL OPPORTUNITY: AEROTEK is an equal opportunity employer and refers Contract Employees regardless



of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK with respect to any and all claims that Client took action in violation of federal, state, and/or local laws, including costs of suit, settlement and attorneys' fees.

15.14.2. GOVERNMENT CONTRACTING – NOTIFICATION AND WAGE DETERMINATION: Client represents and warrants that the services to be provided by Contract Employees are not (i) supporting a contract for the United States, State or Local Government; or (ii) subject to any federal, state, or local prevailing wage determination, including but not limited to, the Service Contract Act of 1965, Davis-Bacon Act, or Walsh-Healey Public Contract Act. Client acknowledges and agrees that Client is responsible for (i) prior notification to AEROTEK of any and all projects that support a contract with the United States, State or Local Government, and (ii) the accuracy of any applicable prevailing wage determinations and flow down provisions. If it is later determined that such services provide by Contract Employees were in support of a United States, State or Local Government contract, Client agrees to indemnify AEROTEK for any claims, costs or fees which (i) AEROTEK may incur from any misclassification related to such determination; and (ii) result from any inaccuracy of the Client provided wage determination including, but not limited to, the failure to notify AEROTEK that the services provided by Contract Employees are or were required to be paid at a prevailing wage. Should Client fail to notify AEROTEK of an applicable prevailing wage or provide accurate wage determinations, AEROTEK reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. Further, AEROTEK will charge a ten percent (10%) fee, as liquidated damages for Client's failure to notify AEROTEK that a prevailing wage applies, which will be calculated based on the total difference in the rate for all hours worked.

15.14.3. AVIATION REGULATIONS: Client represents that none of the services to be performed by any Contract Employee will be FAA-regulated as a "SAFETY-SENSITIVE FUNCTION". Client agrees to be solely responsible for making such determination(s), and Client agrees to indemnify AEROTEK and hold AEROTEK harmless for any claims, costs or damages which may result from the Client's breach of its obligations contained herein.

15.14.4. HEALTH AND SAFETY: Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate and orient all Contract Employees in all applicable safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client shall provide and require all AEROTEK Contract Employees to wear all appropriate safety equipment. Client will notify AEROTEK immediately in the event of an accident or medical treatment of any Contract Employee, and will provide a completed supervisor's report of

injury. In the event of an accident or other incident involving a Contract Employee, AEROTEK shall have the right to conduct an onsite investigation. Client shall cooperate with AEROTEK in the conduct of its investigation. Client will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement. Client shall indemnify AEROTEK and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

15.14.5. INTERNATIONAL TRAVEL: Contract Employee(s) are not authorized to travel internationally without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require international travel without AEROTEK's prior written permission.

15.14.6. OTHER REQUIREMENTS: Client acknowledges and agrees that it shall be responsible for notifying AEROTEK of any other industry-specific law or regulation applicable to the services provided by AEROTEK prior to any AEROTEK employee providing any services.

15.15. ANNUAL INFLATION ADJUSTMENT: Within the first sixty (60) days of every calendar year, AEROTEK reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or contract employee compensation increases. AEROTEK will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a go forward basis only.

15.16. DRUG & BACKGROUND SCREENING: Attached hereto is Exhibit B which is to be completed and signed by both Client and AEROTEK if Client requires AEROTEK to perform certain drug and/or background screenings on its candidate(s) and/or Contract Employee(s). These screenings will be performed at Client's sole expense unless otherwise agreed to in writing by both parties.

WE, the undersigned have executed this Agreement the day and year first above written.

AEROTEK, INC.

By: _____

Name: _____

Title: _____

Date: _____

Client: Solano Community College

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

Pursuant to the terms and conditions of the Services Agreement (“Agreement”) dated July 10th, 2014 by and between Aerotek, Inc. (“AEROTEK”) and Solano Community College (“Client”), Client agrees to reimburse AEROTEK in full at the following approved rates:

Skill Set / Position / Name	Straight Time Billing Rate (\$)*	Overtime Billing Rate (\$)*	Temp-to-Hire Duration (Section 10.2)	Initial Employment Guarantee Period (Section 11)	Per Diem Bill Rate (Daily)	Start Date
Engineer	\$50.00/hr	X 1.5 straight time	6 Months	(4) Business Hours	N/A	TBD
Lead Engineer	\$52.00/hr	X 1.5 straight time	6 Months	(4) Business Hours	N/A	TBD

* Plus applicable sales or other tax

Description of Duties: It is understood the contact duration is most likely between 30-90 days, should Solano Community College want to convert a contractor, or bring that person(s) aboard through the union, after 60 days worked, the conversion fee would be 12% the candidates annual salary

AGREED AND ACCEPTED:

Client:
Solano Community College

AEROTEK COMMERCIAL STAFFING
A Division of Aerotek, Inc.

By: _____
(Signature)

By: _____
(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)



EXHIBIT B – REQUEST FOR BACKGROUND INVESTIGATIVE SERVICES

Please select what location(s) Background Exhibit B shall govern: Local or National (All Locations)

If Local, please list address for these specific requirements: _____

As a condition of assignment with Solano Community College (“Client”), all Contract Employees provided by AEROTEK, INC. (“AEROTEK”) must successfully complete the following background investigations under the requirements described below:

Applicability

Please check here if all the positions listed in Exhibit A will be subject to a Background Check consistent with this Exhibit B-Request for Background Investigative Services (“Exhibit B”). If certain positions and/or types of assignments (i.e. assignments less than two weeks do not require a background check) listed in Exhibit A are not subject to a Background Check consistent with this Exhibit B please select each excluded position and/or assignment type below.

Excluded Position(s) and or Assignment Type

- Please check here if every such individual to be placed at Client is part of a “payroll” arrangement and will be assigned to Client without completion of the post-offer, pre-employment background investigation.
- Please check here if every such individual to be placed at Client will perform work on behalf of Client for a period of _____ weeks months or less (i.e. two (2) weeks or less) and shall be assigned to Client without completion of the post-offer, pre-employment background investigation.
- Please check here if Client acknowledges and agrees that every such individual to be placed at Client being re-engaged by AEROTEK for subsequent assignments at Client in which the separation in between assignments is 30 days, 60 days, 90 days, or Other _____ days or year(s) shall not require a new background investigation.
- Please check here if every such individual to be placed at Client in the position of “_____” will be assigned to Client and shall be exempt from the completion of the post-offer, pre-employment background investigation. *Additional positions may be handwritten below:* _____

Services**

- Seven** year County Criminal Conviction Search and Social Security Trace – includes present and former counties of residence
- Seven** year Federal Criminal Search
- CrimeGuard - National Criminal Record Database Search (**for use only as a supplement to County and/or Federal level research**)
- Education Verification – **please specify** **High School Diploma/GED** or **Highest Degree Obtained**
- Employment Verification – **please specify last** _____ **employers or past** _____ **years**
- Office of Foreign Assets Control (OFAC)
- Fraud and Abuse Control Information System (FACIS) – assists in identifying sanctioned individuals and entities in the healthcare field.

****Other services may be available, please contact your Account Representative for additional information.**

Criminal Investigation Hiring Criteria

The following criteria will be used to evaluate all background investigations:

- Felony Only Conviction Check** (based on job relatedness); or
- Felony and Misdemeanor Conviction Check** (please select the misdemeanor convictions and time frames within the past **seven** years you would like to be included in your employment screening process)
 - 1. Crimes involving physical violence, including, but not limited to, abuse of children or the elderly, abduction, including kidnapping, manslaughter, murder, robbery, sexual crimes, assault and/or battery.
 - 2. Crimes against property, including, but not limited to, arson, theft, larceny, burglary, and trespass.
 - 3. Crimes showing dishonesty, including, but not limited to, fraud, deception, or financial exploitation of any person or business.
 - 4. Crimes involving drugs, including, but not limited to, unlawful possession or distribution, or intent to distribute unlawfully Schedule I through V drugs.
 - 5. Crimes involving firearms or weapons, including, but not limited to, the unlawful concealment, possession and/or use.



Client Request for Aerotek to Assign Individuals Prior to Completion of Background Check

- Client acknowledges that as a general rule Aerotek conducts these screenings on a post-offer, pre-employment basis and Client is requesting a waiver of this rule. Client acknowledges and agrees that every such individual to be placed at Client will be assigned to Client prior to completion of the post-offer, pre-employment screening process. NO exceptions will be made. Client acknowledges and agrees that in this event Aerotek is not liable for any acts or damages which an individual who has not fully completed the required Background Investigation may have caused. Client further agrees that they will be responsible for paying for any hours worked by the individual(s) assigned to Client.

All of the above items are post-offer, pre-employment requirements for employment with AEROTEK at Client. Employment decisions will be made in accordance with these guidelines. All decisions made by AEROTEK will be final. By signing below, you are certifying that you are authorized by Client to execute this Exhibit B on Client's behalf and acknowledge your acceptance to this Exhibit B and the hiring criteria requested by Client is compliant with all applicable local, state, and federal laws and EEOC Guidance. Client also agrees to defend, indemnify, and hold harmless AEROTEK, its officers, members, employees, and agents, from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to AEROTEK applying the hiring criteria you have outlined in this Exhibit B. You acknowledge and agree that employment with AEROTEK does not commence until Contract Employee actually works on said specific assignment. In the event of a conflict between this Exhibit B and any other agreement including employment agreements and services agreements, this Exhibit B shall prevail.

Aerotek, Inc. is an Equal Opportunity Employer

IN WITNESS WHEREOF, the parties have executed this Exhibit, under seal, as of the dates indicated below.

AGREED AND ACCEPTED:

Client
Signature _____
Printed Name _____
Title _____
Date _____

AEROTEK, INC.
Signature _____
Printed Name _____
Title _____
Date _____



EXHIBIT B – REQUEST FOR DRUG TESTING SERVICES

Please select what location(s) Drug Testing Exhibit B shall govern: Local or National (All Locations)

If Local, please list address for these specific requirements: _____

As a condition of assignment with Solano Community College (“Client”) all Contract Employees provided by AEROTEK, INC. (“AEROTEK”) must successfully complete the following drug test screening under the requirements described below.

We offer **Lab-Based** or **Instant** testing. **Lab-Based** tests are performed by SAMHSA certified laboratories and all presumptive positive tests are reviewed by a certified Medical Review Officer (“MRO”). Industry standard cutoff levels are applied unless otherwise specified in writing. A Contract Employee who fails to pass a drug screening or breath-alcohol test will be ineligible for employment.

Applicability

Please check here if all the positions listed in Exhibit A will be subject to a drug screening consistent with this *Exhibit B-Drug Testing Services (“Exhibit B”)*. If certain positions and/or types of assignment’s (i.e. Assignments less than two weeks do not require a drug screening) listed in Exhibit A are not subject to a drug screening consistent with this Addendum please list each excluded position and/or assignment type below.

Excluded Position(s) and or Assignment Type

- Please check here if every such individual to be placed at Client is part of a “payroll” arrangement and will be assigned to Client without completion of the post-offer, pre-employment drug screening.
- Please check here if every such individual to be placed at Client will perform work on behalf of Client for a period of _____ weeks months or less (i.e. two (2) weeks or less) and shall be assigned to Client without completion of the post-offer, pre-employment drug screening.
- Please check here if Client acknowledges and agrees that every such individual to be placed at Client being re-engaged by AEROTEK for subsequent assignments at Client in which the separation in between assignments is 30 days, 60 days or 90 days, or Other; days or year(s) shall not require a new drug screening.
- Please check here if every such individual to be placed at Client in the position of “ _____ ” will be assigned to Client and shall be exempt from the completion of the post-offer, pre-employment drug screening. *Additional positions may be handwritten below:* _____

Drug Testing Requirement (please select only one)**

Instant Urine	Lab-Based Urine
<input type="checkbox"/> 5 Panel Instant	<input type="checkbox"/> 5 Panel Urine
	<input type="checkbox"/> 5 Panel Urine w/expanded Opiates
	<input type="checkbox"/> 5 Panel Urine plus Oxycodone (HHS cutoff levels for Amph and Cocaine)
	<input type="checkbox"/> 7 Panel Urine

** Additional types of testing may be available. Please contact your Account Representative if additional panels are required.

Standard Drug Test Panels and Urine Testing Screening and Confirmation Levels							
Drug	5 Panel Instant	5 Panel Urine (1200)	5 Panel Urine w/expanded Opiates (1365)	5 panel plus Oxycodone (HHS cutoffs) (1255)	7 Panel (1203)	Standard Initial Screening Level	Standard Lab Confirmation Level
Amphetamines	*	*	*		*	1000 ng/ml	500 ng/ml
Cocaine	*	*	*		*	300 ng/ml	150 ng/ml
Opiates	*	*			*	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	*	*	*	*	*	25 ng/ml	25 ng/ml
Marijuana (THC)	*	*	*	*	*	50 ng/ml	15 ng/ml
Expanded Opiates (Hydrocodone/Hydromorphone)			*			2000 ng/ml	2000 ng/ml
Benzodiazepines					*	300 ng/ml	300 ng/ml
Barbiturates					*	300 ng/ml	300 ng/ml
Amphetamines/Ecstasy				*		500 ng/ml	250 ng/ml
6AM				*		10 ng/ml	10 ng/ml
Cocaine				*		150 ng/ml	100 ng/ml
Opiates				*		2000 ng/ml	2000 ng/ml
Oxycodone				*		100 ng/ml	100 ng/ml

** Additional panels/screening levels may be available. Please contact your Account Representative if additional panels/levels are required.



Test Reasons

Please check each box in which a drug test is required. For each primary box selected, please complete any corresponding sections.

Pre-Employment Testing - completed only when required by the Client (if selected, please choose option below)

Choose one of the following two options:

All pre-employment testing will be conducted within 90 days prior to the start of the assignment. All drug testing is conducted on a post-offer, pre-employment basis. **Results are not permitted to be pending.**

Pre-Employment drug tests are permitted to be pending at the time of start. Client acknowledges and agrees that every such individual to be placed at Client will be assigned to Client prior to completion of the post-offer, pre-employment drug screening process. NO exceptions will be made. Client acknowledges and agrees that in this event AEROTEK is not liable for any acts or damages which an individual who has not fully completed the required Drug Screening may have caused. Client also understands that any Contract Employee who fails to pass the Drug Screening will be removed from the Client's site immediately, without any liability or recourse to AEROTEK. **Client further agrees that they will be responsible for paying for any hours worked by the individual(s) assigned to Client.**

Post-Accident - Where permitted by law, AEROTEK's policy is to conduct a post-accident drug **and** breath-alcohol test* after an incident in which there is property damage and/or injury. A five panel instant drug test and breath-alcohol test will be completed.

Reasonable Suspicion - Where permitted by law, AEROTEK shall conduct a reasonable suspicion drug test **and** breath-alcohol test* where we determine there is justification to do so. A five panel instant drug test and breath-alcohol test will be completed.

*.04% or higher constitutes a failed breath-alcohol test.

Employment decisions will be made in accordance with these guidelines. All decisions made by AEROTEK will be final. By signing below, you are certifying that you are authorized by Client to execute this Exhibit B on Client's behalf and acknowledge your acceptance to this Exhibit B and the screening criteria requested by Client is compliant with all applicable local, state, and federal laws and guidance. Client also agrees to defend, indemnify, and hold harmless AEROTEK, its officers, members, employees, and agents, from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising out of or related to AEROTEK applying the screening criteria you have outlined in this Exhibit B. You acknowledge and agree that employment with AEROTEK does not commence until Contract Employee actually works on said specific assignment. In the event of a conflict between this Exhibit B and any other agreement including employment agreements and services agreements, this Exhibit B shall prevail.

IN WITNESS WHEREOF, the parties have executed this Exhibit, under seal, as of the dates indicated below.

AGREED AND ACCEPTED:

Client

AEROTEK, INC.

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____



AGENDA ITEM: 20.(i)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

RENEWAL AGREEMENT WITH DATASAFE, INC. FOR DOCUMENT DESTRUCTION SERVICES

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested to contract with DataSafe, Inc. for document destruction services. The District's agreement has expired and we are now on a month-to-month agreement. The agreement covers the Fairfield campus and the centers in Vacaville and Vallejo.

Attached is a copy of the agreement.

STUDENT SUCCESS IMPACT:

ED CODE: BOARD POLICY: 3225 ESTIMATED FISCAL IMPACT: \$3,000

DOCUMENT DESTRUCTION AGREEMENT

THIS DOCUMENT DESTRUCTION AGREEMENT (this "Agreement") IS MADE BY AND BETWEEN DATASAFE, INC., A CALIFORNIA CORPORATION ("DATASAFE") AND THE PARTY WHOSE NAME IS LISTED BELOW (the "Client") FOR THE DOCUMENT DESTRUCTION AND OTHER SERVICES DESCRIBED IN THIS AGREEMENT, ON THE FOLLOWING TERMS AND CONDITIONS:

ACCOUNT NAME: Solano Community College

ACCOUNT NUMBER: 51956

SECTION 1. SERVICES DataSafe shall provide services relating to the destruction of documents or the destruction of the data contained on tape, disk or other media. Client shall pay for such services upon the terms set forth herein and in the attached Rate Schedule. Charges are due and payable upon receipt of invoice. Unpaid accounts are subject to a late payment charge. Upon completion of the destruction process, DataSafe will provide Client with a certificate of destruction with regard to the documents or data destroyed.

SECTION 2. PICKUP OR DELIVERY All documents or other media to be destroyed, if not already in DataSafe's possession, shall be picked up by DataSafe from Client at the following address (please use additional sheet if additional addresses):

4000 Suisun Valley Road
Street Address

_____ Floor/Suite No.

Fairfield
City

CA 94534
State, Zip Code

Laura Convento
Attention

(707)864-7147
Phone

SECTION 3. GENERAL Client has read all the provisions appearing on the face and the reverse side of this Agreement and acknowledges receipt of a copy of this Agreement and of the current Rate Schedule attached, which is an integral part of this Agreement.

CLIENT

Solano Community College
Company

DATASAFE, INC.
By

4000 Suisun Valley Road,
Mailing Address

_____ Signature _____ Date

Fairfield, CA 94534
City, State, Zip Code

_____ Print Name

_____ Signature _____ Date

_____ Title

_____ Print Name

November 1, 2015
Commencement Date

SECTION 4. TERM AND RENEWAL The initial term of this Agreement shall run from the Commencement Date set forth above until the first anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, the term shall be automatically extended and renewed for successive periods of one year each (a "Renewal Term") unless at least 60 days prior to the then current expiration date either party gives written notice to the other of termination. Upon any termination, Client will promptly return to DataSafe all bins, consoles and other property belonging to DataSafe.

Section 5. Services Destruction may occur on site at the Client's premises or elsewhere by via AAA NAID certified document destruction process. Client bears the full risk that, if it wishes to countermand any instruction to destroy, such countermand may not be timely to prevent destruction or, if timely, the documents or media may be commingled or in a different condition than that delivered to DataSafe.

SECTION 6. LIMITATION OF LIABILITY DATASAFE SHALL BE LIABLE TO CLIENT UNDER THIS AGREEMENT ONLY FOR LOSS OR DAMAGE CAUSED SOLELY BY THE FAILURE OF DATASAFE TO EXERCISE SUCH CARE AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND DATASAFE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. DATASAFE'S LIABILITY WITH RESPECT TO ANY RECORDS TO BE DESTROYED SHALL BE LIMITED TO THE LESSER OF (I) ANY DAMAGES SUSTAINED BY CLIENT BY REASON OF THE NON-DESTRUCTION OF SUCH RECORDS AND (II) THE CHARGES MADE BY DATASAFE FOR THE DESTRUCTION OF SUCH RECORDS. DATASAFE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE SUSTAINED BY CLIENT ON ACCOUNT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO UNAUTHORIZED DIVULGENCE OF THE CONTENTS OF THE RECORDS OR OTHER BREACH OF CONFIDENTIALITY OF SUCH RECORDS. CLIENT ASSUMES THE RISK OF SUCH DAMAGE AND EXPRESSLY WAIVES ANY AND ALL RIGHTS OR CLAIMS AGAINST DATASAFE ON ACCOUNT THEREOF. DATASAFE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF WHETHER AN ACTION IS BROUGHT IN TORT, CONTRACT OR OTHER THEORY.

SECTION 7. INDEMNIFICATION Client agrees to fully indemnify, defend and hold harmless DataSafe, Inc. and its officers, employees, agents and third party contractors from any and all claims, losses, liabilities, judgments, demands, damages, actions, suits, causes of action, awards fees, costs, expenses, including, without limitation, reasonable attorney's fees, that arise from or in connection with this Agreement or the services.

SECTION 8. NO HAZARDOUS MATERIALS Unless otherwise agreed to in writing, the containers are to be utilized for paper only. Client warrants that it is the owner, legal custodian or otherwise has the right to deliver for shredding any and all materials Client provides to DataSafe, Inc. hereunder. Client agrees that, upon depositing any materials in a shred container or otherwise identifying them as materials to be shredded, Client has irrevocably authorized DataSafe, Inc. to dispose of such materials by shredding. The Client agrees to notify DataSafe, Inc. if hazardous materials of any kind have been deposited in containers.

SECTION 9. ARBITRATION DataSafe may, at its option, require any disputes under this Agreement to be submitted to binding arbitration by written demand mailed to Client at its last known address at any time after Client has made a claim but not later than 30 days after service of summons is made on DataSafe or Client respecting any claim. The arbitration shall be conducted before one arbitrator in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be binding on the parties, may include injunctive relief, and may be entered as a judgment in the county where the award is made. Client and DataSafe shall share equally the costs of arbitration, unless otherwise determined by the arbitrator. While arbitration of a claim is pending, no other action shall be taken by Client or DataSafe on account of such claim. The arbitrator may not vary, modify or disregard the provisions of this Agreement, including the limitations on DataSafe's liability, and the burden of proof.

SECTION 10. MISCELLANEOUS

10.1 ENTIRE AGREEMENT This Agreement (including exhibits and attachments) sets forth the entire understanding of the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.

10.2 AMENDMENT; WAIVER No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by both parties. 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. Any waiver granted shall apply solely to the specific instance expressly stated.

10.3 NOTICES All notices, requests, consents and demands under this Agreement shall be effective upon receipt when delivered in any manner that produces a writing to the respective parties at the addresses set forth elsewhere in this Agreement. Either party may change its address by written notice to the other in the manner set forth above.

10.4 GOVERNING LAW This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts between California residents made and to be performed in California.

Business Associate Agreement

To the extent Client is considered a Business Associate under applicable law, the following terms shall apply. Client (Covered Entity) and Business Associate (DataSafe) are parties to this Agreement pursuant to which Business Associate provides or will provide certain services, activities, or functions (collectively "Services") to Covered Entity as an independent contractor, and in connection with the Services, Business Associate may have access to protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); its implementing regulations codified at 45 CFR Parts 160 and 164, Subparts A and E ("Privacy Rule") and 45 CFR Parts 160 and 164, Subparts A and C ("Security Rule"); and the Health Information Technology Act of 2009, including any current or future implementing regulations when and as effective ("HITECH"). The Services to be provided by the Business Associate are identified in this Agreement between Covered Entity and Business Associate. Pursuant to the Privacy Rule, Covered Entity and Business Associate wish to enter into this Agreement that addresses the requirements of the Privacy Rule with respect to "business associates," as defined therein.

1. Definitions:

Capitalized terms not otherwise defined in this Business Associate Agreement or the Master Services Agreement shall have the meanings given to them in HIPAA or the HITECH Act and are incorporated herein by reference. "Business Associate" shall mean Company. "Covered Entity" shall mean Customer. "HIPAA" shall mean the HIPAA Privacy Rule and the HIPAA Security Rule implemented pursuant to the Health Insurance Portability and Accountability Act of 1996, as the same may, from time to time, be amended. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160, 162, and 164). The "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and any accompanying regulations (the "HITECH Act"). "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501 and shall be limited to the information created or received by the Business Associate from or on behalf of Covered Entity.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Use and Disclosure of PHI. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement and the Privacy Rule, and shall use or disclose PHI only in connection with providing the Services to Covered Entity identified in the Agreement. **(b) Management, Administration, and Legal Responsibilities.** Business Associate may use or disclose PHI received by Business Associate in its capacity as a Business Associate of Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided that any disclosure of information received in such capacity will be made only if: (1) Required by law; or (2) Business Associate obtains written reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any breaches of the confidentiality of the PHI. **(c) Safeguards.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for under this Agreement. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate agrees to comply with all applicable requirements of the Security Rule with respect to electronic PHI. **(d) Reporting.** Business Associate shall notify Covered Entity, without unreasonable delay but in no case later than twenty (20) calendar days of becoming aware, of (1) any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware; (2) any Breach of Unsecured PHI which Business Associate discovers; and/or (3) any successful Security Incident involving electronic PHI of which the Business Associate becomes aware. "Breach" is defined in 45 CFR §164.402 and means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI. "Unsecured PHI" is defined in 45 CFR §164.402 and means PHI that is not secured through the use of technology or methodology specified in guidance by the U.S. Department of Health and Human Services ("HHS"). "Security Incident" is defined in 45 CFR §164.304 and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system. **(e) Breach Notification.** Within twenty (20) calendar days of discovery of a Breach, Business Associate shall provide to Covered Entity the following information to the extent it is known to Business Associate: (1) the identification of each individual whose PHI was involved in the Breach; (2) a brief description of what happened, including dates of Breach and discovery of Breach; (3) a description of the types of PHI involved in the Breach (such as name, social security number, date of birth, address, etc.); (4) steps taken to investigate the Breach, mitigate harm to individuals, and protect against further Breaches; and (5) any other available information Covered Entity is required to include in notifications under 45 CFR §164.404(c). **(f) Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement. **(g) Agreements with Subcontractors.** Business Associate shall ensure that any subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions on the use and disclosure of PHI that apply to Business Associate with respect to such information. Business Associate agrees to ensure that any such subcontractor also agrees to implement reasonable and appropriate safeguards to protect the electronic PHI of Covered Entity. **(h) Access to PHI.** Business Associate agrees to make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for inspection and copying within five (5) business days of a request by Covered Entity, in accordance with 45 CFR §164.524. If such PHI is maintained in an electronic form or format by Business Associate, then Business Associate must make such PHI available to Covered Entity in a mutually agreed upon electronic form or format. **(i) Amendment of PHI.** Business Associate agrees to make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for amendment and to incorporate any amendment to PHI in a Designated Record Set that Covered Entity directs or agrees to within five (5) business days of a request by Covered Entity in accordance with 45 CFR §164.526. **(j) Availability of Books and Records.** Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or at the request of Covered Entity to HHS or its agents, within a reasonable time and in a reasonable manner, for the purpose of determining Covered Entity compliance with the Privacy Rule, the Security Rule, and/or HITECH. **(k) Accounting of Disclosures of PHI.** To the extent reasonably possible based on Business Associate's then-current procedures for maintaining and storing PHI, Business Associate agrees to document such disclosures of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Business Associate agrees to provide to Covered Entity, within ten (10) business days of request, information collected to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. **(l) Minimum Necessary.** Business Associate shall make reasonable efforts to request, use and/or disclose only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the request, use or disclosure. **(m) Privacy Rule Compliance.** To the extent Business Associate is required to carry out Covered Entity's obligation under the Privacy Rule, Business Associate must comply with all requirements of the Privacy Rule based on the scope of services being provided by the Business Associate that apply to Covered Entity in the performance of such obligation. **(n) Data Aggregation.** To the extent necessary to fulfill obligations or expectations under the Agreement, Business Associate may use PHI to provide data aggregation services relating to the Health Care Operations, as that term is defined by the Privacy Rule, of Covered Entity.

3. OBLIGATIONS OF COVERED ENTITY

(A) Changes in Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures. **(b) Notification of Restrictions.** Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522. **(c) Requests to Use or Disclose PHI.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, unless permitted for a Business Associate under applicable law.

4. TERMINATION OF AGREEMENT

(a) Effect of Termination. Except as further provided in this Section, upon termination of this Agreement for any reason, Business Associate shall, at the direction of Covered Entity, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity and shall certify in writing using a form provided by Covered Entity that it has either returned or destroyed all such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. In the event that Covered Entity and Business Associate jointly determine that returning or destroying the PHI is infeasible for Business Associate, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. **(b) Survival.** The rights and obligations of Business Associate under Section III.2 ("Effect of Termination") and Section IV.5 ("No Third Party Rights") shall survive termination of this Agreement.

5. GENERAL TERMS

(a) Definitions. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms under the Privacy Rule, the Security Rule, and HITECH. **(b) Interpretation.** Any ambiguity in this Agreement shall be construed and resolved to permit Covered Entity and Business Associate to comply with applicable state and federal laws and regulations. **(c) Amendment.** This Agreement may be amended only in a writing signed by both parties. In the event of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments to this Agreement as are necessary to maintain compliance with such law. **(d) Different Provisions.** Where provisions of this Agreement are different from, but are nonetheless permitted by, those mandated by HIPAA, the Privacy Rule, the Security Rule, and/or HITECH, the provisions of this Agreement shall control. **(e) No Third Party Rights.** This Agreement shall not confer upon any person, other than the parties and their respective successors or assigns, any rights, benefits, remedies, obligations or liabilities.

Solano Community College
 Account 51956
 Commencing: November 1, 2015

ONSITE DESTRUCTION OF DOCUMENTS

Scheduled Monthly Service

Main Location: 4000 Suisun Valley Road, Fairfield, CA 94534

<p>Onsite Destruction of Bin/Console Contents DataSafe personnel will come to your site and destroy documents at your site using our Mobile Destruction truck.</p>	
<p>Destruction Fee: (24) 36" Consoles to be tipped @ \$4.00 each</p>	<p>\$ 96.00</p>
<p>(8) 64-Gallon Bins to be tipped @ \$8.00 each</p>	<p>\$ 64.00</p>
<p>(1) 96-Gallon Bin to be tipped @ \$12.00 each</p>	<p>\$ 12.00</p>
<p>Scheduled Transportation Fee: \$21.50 per trip</p>	<p>\$ 21.50</p>
<p>Unscheduled Transportation Fee: \$35.00 per trip</p>	
<p>Total Estimated Fees Per Month: (This estimate is based on 1 service event per month)</p>	<p>\$ 193.50</p>



36" Console
 Dimensions: 19" W x 19" D x 36"H
 Capacity: 90 lbs of paper



64 Gallon Bin
 Dimensions: 23" W x 29" D x 42"H
 Capacity: 200 lbs of paper

Confiden

Solano Community College
 Account 51956
 Commencing: November 1, 2015

ONSITE DESTRUCTION OF DOCUMENTS

Scheduled Bi-Monthly Service

North Vacaville Location: 2000 North Village Parkway, Vacaville, CA 95688

<p>Onsite Destruction of Console Contents DataSafe personnel will come to your site and destroy documents at your site using our Mobile Destruction truck.</p>	
<p>Destruction Fee: (1) 36" Console to be tipped @ \$4.00 each</p>	<p>\$ 4.00</p>
<p>Scheduled Transportation Fee: \$21.00 per trip Unscheduled Transportation Fee: \$35.00 per trip</p>	<p>\$ 21.00</p>
<p>Total Fees Per Service Event:</p>	<p>\$ 25.00</p>



36" Console
 Dimensions: 19" W x 19" D x 36"H
 Capacity: 90 lbs of paper



Solano Community College
 Account 51956
 Commencing: November 1, 2015

ONSITE DESTRUCTION OF DOCUMENTS

Scheduled Quarterly Service

Vacaville Satellite Location: 2009 North Village, Vacaville, CA 95688

<p>Onsite Destruction of Console Contents DataSafe personnel will come to your site and destroy documents at your site using our Mobile Destruction truck.</p>	
<p>Destruction Fee: (1) 36" Console to be tipped @ \$4.00 each</p>	<p>\$ 4.00</p>
<p>Scheduled Transportation Fee: \$21.00 per trip Unscheduled Transportation Fee: \$35.00 per trip</p>	<p>\$ 21.00</p>
<p>Total Fees Per Service Event:</p>	<p>\$ 25.00</p>



36" Console
 Dimensions: 19" W x 19" D x 36"H
 Capacity: 90 lbs of paper



Solano Community College
 Account 51956
 Commencing: November 1, 2015

ONSITE DESTRUCTION OF DOCUMENTS

Scheduled Quarterly Service

Vallejo Campus: 545 Columbus Parkway, Vallejo, CA 94591

<p>Onsite Destruction of Console Contents DataSafe personnel will come to your site and destroy documents at your site using our Mobile Destruction truck.</p>	
<p>Destruction Fee: (1) 36" Console to be tipped @ \$4.00 each</p>	<p>\$ 4.00</p>
<p>Scheduled Transportation Fee: \$21.00 per trip Unscheduled Transportation Fee: \$35.00 per trip</p>	<p>\$ 21.00</p>
<p>Total Fees Per Service Event:</p>	<p>\$ 25.00</p>



36" Console
 Dimensions: 19" W x 19" D x 36"H
 Capacity: 90 lbs of paper





AGENDA ITEM: 20.(j)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AMENDMENT TO DOVETAIL FOR FURNITURE, FIXTURES AND EQUIPMENT CONSULTING SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for award of Amendment 1 to Dovetail's consulting services contract to provide additional planning and coordination services for furniture, fixtures and equipment procurement for the Biotechnology and Science Building Project. On March 18, 2015, item 12.(s), the Board approved a contract with Dovetail for consulting services to provide planning and coordination services for furniture, fixtures, and equipment procurement, coordination and implementation for the this project. At that time, it was planned to include procurement of the furniture and equipment in the Design Builder's contract.

Since that time, staff has determined that it would be more efficient and cost effective for the District to procure these items directly. To accomplish this, additional services are needed from Dovetail. This amendment confirms current project assumptions and includes additional services to prepare documentation in bidding format, develop scope of work for turnkey services for Owner Furnished Owner Installed (OFOI) items, facilitate bidding process through District Procurement, and manage implementation of OFOI items to completion.

The Board is asked to approve a contract amendment to Dovetail in the amount of \$47,600, bringing the total contract amount to \$157,400.

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

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals
Repair and update instructional space and equipment to meet DSA standards.

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$47,600 Measure Q Funds



AGENDA ITEM: 20.(k)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
CONTRACT AMENDMENT WITH STRATA INFORMATION GROUP FOR CONSULTING SERVICES FOR THE INFORMATION TECHNOLOGY INFRASTRUCTURE IMPROVEMENTS PROJECT

REQUESTED ACTION:
Approval

SUMMARY:
Board approval is requested for a contract amendment to Strata Information Group to develop a strategic Technology Plan to support the Information Technology Infrastructure Improvements Project. This amendment is made to the contract entered into on June 8, 2006 and last amended on May 15, 2013 Item 11.(f). This amendment provides for the completion of a Technology Strategic Planning Effort requested by the District.

The Board is asked to approve this contract amendment to Strata Information Group in an amount not to exceed \$40,800.

STUDENT SUCCESS IMPACT:
N/A

ED CODE: **BOARD POLICY:** **ESTIMATED FISCAL IMPACT:** \$40,800 Measure Q Funds



AGENDA ITEM: 20.(1)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
CONTRACT AWARD TO DOVETAIL FOR FURNITURE, FIXTURES AND EQUIPMENT
CONSULTING SERVICES FOR THE B100 ACADEMIC SUCCESS CENTER EXPANSION PROJECT

REQUESTED ACTION:
Approval

SUMMARY:
Board approval is requested for award of a consulting services contract to Dovetail to provide planning and coordination services for furniture, fixtures and equipment procurement, coordination and implementation for the B100 Academic Success Center Expansion Project. The consultant will also validate that the specified technical equipment is inclusive and that furniture and equipment is aligned with Program Level Furniture, Fixtures and Equipment Standards. The consultant's scope of work also includes meetings with faculty and other user group participants, detailed specifications for bidding, coordinating the bidding process, tracking, procurement and installation.

The Board is asked to approve a contract to Dovetail in the amount of \$5,600.

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

STUDENT SUCCESS IMPACT:
Help our students achieve their educational, professional and personal goals
Update instructional equipment

<i><u>ED</u></i>	<i><u>BOARD</u></i>	<i>3225,</i>	<i><u>ESTIMATED FISCAL</u></i>	<i>\$5,600 Measure Q</i>
<i><u>CODE:</u></i>	<i><u>POLICY:</u></i>	<i>3520</i>	<i><u>IMPACT:</u></i>	<i>Funds</i>



AGENDA ITEM: 20.(m)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AWARD TO KATE KEATING ASSOCIATES, INC. FOR GRAPHIC DESIGN SERVICES FOR INTERIOR SIGNAGE STANDARDS PROJECT

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for the award of a professional services contract to Kate Keating Associates, Inc. for environmental graphic design services for the Interior Signage Standards Project. The scope of work includes development of narrative, drawings and specifications as needed to describe standards for interior signage District-wide to achieve consistency in wayfinding and aesthetics when existing buildings are renovated or new buildings developed.

Staff was very pleased with the new signage designed for and provided in the Building 600 Renovation Project, and recommends development of district-wide standards based on that design. To most cost effectively and expediently have the standards developed, staff recommends retaining Kate Keating Associates, Inc. for this work, as they were the designer for Building 600 signage and can efficiently expand the Building 600 base documents to become District standards.

The Board is asked to approve a contract to Kate Keating Associates, Inc. in the amount of \$36,750.00

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

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals
Repair and update instructional space to meet DSA standards

ED CODE: BOARD POLICY: 3225 ESTIMATED FISCAL IMPACT: \$36,750 Measure Q Funds



AGENDA ITEM: 20.(n)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
CONTRACT AWARD TO MADI ARCHITECTS FOR ARCHITECTURAL SERVICES FOR B100
ACADEMIC SUCCESS CENTER EXPANSION PROJECT

REQUESTED ACTION:
Approval

SUMMARY:
Board approval is requested for award of a professional services contract to MADI Architects for full architectural services for the B100 Academic Success Center Expansion Project. The B100 Academic Success Center Expansion Project is a Small Cap project. The scope of work includes full architectural services for design and construction documents, bid phase services, and construction administration of the project.

From our pool of pre-qualified architectural firms, based on qualifications MADI Architects was evaluated to be the most responsive proposal for this project.

The Governing Board is asked to approve a contract to MADI Architects in the amount not to exceed \$6,800.00.

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

STUDENT SUCCESS IMPACT:
Help our students achieve their educational, professional and personal goals
Repair and update instructional space and equipment

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	\$6,800 Measure Q
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	Funds



AGENDA ITEM: 20.(o)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
CONTRACT AWARD TO OPTIMA INSPECTIONS, INC., FOR PROJECT INSPECTION SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT

REQUESTED ACTION:
Approval

SUMMARY:
Board approval is requested to award a professional services contract in the amount of \$226,959.00 to Optima Inspections Inc. for DSA project inspection services for the Biotechnology and Science Building Project, which includes oversight of the construction of this new building. The scope of work of this contract includes providing pre-DSA approval construction documents, constructability review, onsite inspection of all construction, tests and special inspections and all other items required by the California Building Code, 2013 Edition.

Proposals were solicited from all firms in the Board approved pool of project inspection firms. Responses were received from Optima Inspections Incorporated and T.Y.R. Incorporated. Based on qualifications and price, Optima Inspections Inc. is considered the best value for this project.

The Governing Board is asked to approve a contract to Optima Inspections Inc. in the amount not to exceed \$226,959.00

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

STUDENT SUCCESS IMPACT:
Enhancing instructional spaces and classrooms

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	\$226,959 Measure Q
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	Funds



AGENDA ITEM: 20.(p)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
CONTRACT AWARD TO PREMIER CHEMICAL & ENVIRONMENTAL SOLUTIONS FOR BIOTECHNOLOGY PROJECT CONSULTING SERVICES

REQUESTED ACTION:
Approval

SUMMARY:
Board approval is requested for award of a professional services contract to Premier Chemical & Environmental Solutions for consulting services for the Biotechnology Project. The scope of work includes providing consulting services to confirm types and amounts of environmentally sensitive materials which may be associated with the Biotechnology and Science educational program and the protocols for handling of these materials, which information is needed for design of the facility by the project’s Design Build Entity of Rudolph and Sletten - Smith Group.

Premier Chemical & Environmental Solutions is a District vendor that provides chemical removal and containment services for the Fairfield and Vacaville campuses.

The Governing Board is asked to approve a contract to Premier Chemical & Environmental Solutions in the amount not to exceed \$5,000.

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

STUDENT SUCCESS IMPACT:
Design of instructional space and equipment

<u>ED</u>	<u>BOARD</u>	3225,	<u>ESTIMATED FISCAL</u>	\$5,000 Measure Q
<u>CODE:</u>	<u>POLICY:</u>	3520	<u>IMPACT:</u>	Funds



AGENDA ITEM: 20.(q)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
CONTRACT AWARD TO TPA CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES FOR B1200 RENOVATION SWING SPACE PROJECT

REQUESTED ACTION:
Approval

SUMMARY:
Board approval is requested for award of a construction contract to TPA Construction, Inc. for B1200 Renovation Swing Space Project. The scope of work includes items to complete the B1200 Renovation Swing Space at 360 Campus Lane and in Building 1800.

TPA Construction, Inc. was the only contractor to submit a bid. JLC Contracting, Inc., FRC Inc., and Meylan Construction each declined to submit a bid. TPA Construction, Inc. was the lowest responsive, responsible bidder with a proposal of \$14,600.

The Board is asked to approve a contract to TPA Construction, Inc., in the amount of \$14,600.

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

STUDENT SUCCESS IMPACT:
Enhancing instructional spaces and classrooms

<i>ED</i>	<i>BOARD</i>	<i>3225,</i>	<i>ESTIMATED FISCAL</i>	<i>\$14,600 Measure Q</i>
<i>CODE:</i>	<i>POLICY:</i>	<i>3520</i>	<i>IMPACT:</i>	<i>Funds</i>



AGENDA ITEM: 20.(r)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT AWARD TO WALLACE KUHL & ASSOCIATES, FOR GEOTECHNICAL SERVICES FOR THE VACAVILLE WORKFORCE DEVELOPMENT AND AERONAUTICS BUILDING PROJECT

REQUESTED ACTION:

Approval

SUMMARY:

Board approval is requested for award of a professional services contract to Wallace Kuhl & Associates, to perform geotechnical and soils investigation and reporting services for the Aeronautics Project. The scope of work includes providing all work to produce a Department of General Services approved geotechnical report for this project.

BSK Associates, Ninyo & Moore, Terracon Consultants, and Wallace Kuhl & Associates from the Board approved “geotechnical services pool,” each submitted a proposal. The lowest responsive, responsible proposal was Wallace Kuhl & Associates, with a proposal of \$26,700.

The Board is asked to approve a contract to Wallace Kuhl & Associates in the amount of \$26,700.

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

STUDENT SUCCESS IMPACT:

Workforce development and training
Code required building site evaluation

ED CODE: **BOARD POLICY:** **ESTIMATED FISCAL IMPACT:** \$26,700 Measure Q Funds



AGENDA ITEM: 21.(s)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
AMENDMENT TO FARMBUDSMAN PROGRAM OPERATING AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER AND YOLO AND SOLANO COUNTIES

REQUESTED ACTION:
Approval

SUMMARY:
Kelly Penwell, Associate Dean, Workforce Development, is presenting to the Governing Board for approval an amendment to the January 16, 2013 Operating Agreement between Solano Community College District Small Business Development Center and Solano and Yolo counties.

The agreement established a Farmbudsman program that serves both Solano and Yolo County by assisting farmers, ranchers and agriculture-related businesses with various permit processes, including assistance with agricultural permitting and standards as required by Regulatory Agencies.

The amendment extends the expiration date through June 30, 2016. In addition, the County of Solano shall pay SBDC up to \$37,750 annually to reimburse SBDS for services provided under this agreement.

STUDENT SUCCESS IMPACT:
Workforce development and training

ED CODE: **BOARD POLICY:** **ESTIMATED FISCAL IMPACT:** \$37,750 Income

**FIRST AMENDMENT TO
FARMBUDSMAN PROGRAM OPERATING AGREEMENT**

This First Amendment to the Operating Agreement ("Amendment") is made and entered into as of this 1st day of July, 2015 by and among the COUNTY OF SOLANO ("Solano"), the COUNTY OF YOLO ("Yolo") (collectively referred to as "Counties") and the SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER ("SBDC").

RECITALS

- A. The parties entered into an Operating Agreement on January 16, 2013 ("Operating Agreement") in which the Counties established a Farmbudsman Program that serves the jurisdictions of both Solano and Yolo Counties by assisting farmers, ranchers and agriculture-related businesses with various permitting processes, including assistance with agricultural permitting and standards as required by Regulatory Agencies.
- B. The parties now need to extend the term for an additional year.

Now, THEREFORE, Solano, Yolo, and SBDC agree to amend the Operating Agreement as set forth below:

ARTICLE 2: TERM OF THE AGREEMENT

Section 2.1 is amended to extend the Expiration Date through June 30, 2016.

ARTICLE 4: SHARED COSTS

Section 4.1 is deleted in its entirety and replace with the following:

Section 4.1 County of Solano: Solano shall pay SBDC up to \$37,750 annually to reimburse SBDC for services provided under this Agreement. Upon submission of an invoice by SBDC to Solano, and upon approval of Solano's representative, Solano shall pay SBDC.

ARTICLE 5: NOTICES

Contact information in Article 5 is amended as following:

To the County of Solano	Solano County 675 Texas St., Suite 6500 Fairfield, CA 94533 Attn: James Bezek, Senior Management Analyst Voice: 707-784-6100 Fax: 707-784-7975 Email: jmbezek@solanocounty.com
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To the County of Yolo

Yolo County Department of Agriculture
70 Cottonwood Street
Woodland, CA 95695
Attn: John Young, Agricultural Commissioner
Voice: 530-666-8140
Fax: 530-662-6094
Email: john.young@yolocounty.org

To the SBDC

Solano College SBDC
4000 Suisun Valley Rd. Room 169
Fairfield, CA 94534
Attn: Kelly Penwell, Director
Voice: 707-864-3382
Fax: 707-864-8025
Email: Kelly.Penwell@solano.edu

Except as set forth in this First Amendment, all other terms and conditions specified in the Operating Agreement remain in full force and effect.

COUNTY OF SOLANO, a political subdivision of the State of California

By Birgitta E. Corsello, County Administrator

APPROVED AS TO FORM

County Counsel

SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

By Stan Arterberry,
Interim Superintendent/President

APPROVED AS TO FORM

Counsel of Record

COUNTY OF YOLO, a political subdivision of the State of

PM,

By Patrick Blacklock, County Administrator

APPROVED AS TO FORM



County Counsel



AGENDA ITEM: 21.(t)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF FAIRFIELD AND SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

Approval

SUMMARY:

Kelly Penwell, Associate Dean, Workforce Development, is presenting for approval an agreement between Solano Community College District (SCCD) and the City of Fairfield for consultant services.

SCCD will provide the following: consulting services to assist in small business development issues, including assistance on the 80-to-80 Corridor, work cooperatively to market seminars and special events co-sponsored by the two agencies, Twelve hours of Fairfield based technical assistance, Three 2 hour seminars for Fairfield businesses, webinar series of ten 30 minute webinars, a ten part restaurant academy series, consultation regarding lending programs including loan review, coordination with business groups including the NTSBA, West Texas Street Businesses and Fairfield Chamber of Commerce, business start-up information, client status reports and an annual report of Consultant's services.

STUDENT SUCCESS IMPACT:

Workforce development and training

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$10,000 Income

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 2015 by and between the City of Fairfield, a municipal corporation (the "CITY") and Solano College Office of Workforce Development /Small Business Development Center ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. The term of this Agreement shall be July 1, 2015 through June 30, 2016.

EXECUTED as of the day first above-stated.

CITY OF FAIRFIELD,
a municipal corporation

By: _____
Karl A. Dumas
Director of Community Development

SOLANO COLLEGE OFFICE OF WORKFORCE
DEVELOPMENT/SMALL BUSINESS
DEVELOPMENT CENTER

By: _____
Stan Arterberry
Superintendent/President

EXHIBIT "A"

SCOPE OF SERVICE

(1) DESCRIPTION OF SERVICES/WORK. CONSULTANT shall provide entrepreneurial and business assistance services to existing and potential Fairfield business owners. CONSULTANT shall assist CITY in its continued efforts to focus on small business development issues, including assistance on the 80-to-80 Corridor (West Texas Street, Downtown, and North Texas Street). CONSULTANT will work cooperatively with the CITY to market seminars and other special events co-sponsored by the two agencies. CONSULTANT'S scope of work shall include, but not be limited to, the following:

- (a) FAIRFIELD-BASED TECHNICAL ASSISTANCE. A minimum of twelve (12) hours of technical assistance (e.g., business planning, insurance strategies, accounting, financing, marketing, and other small business development issues) will be available free of charge to Fairfield businesses and entrepreneurs per month. The assistance will include follow-up with clients to determine progress of business development.
- (b) SEMINARS FOR FAIRFIELD BUSINESSES. CONSULTANT shall provide the CITY a series of no less than three (2) seminars targeting Fairfield businesses. Said seminars are to be conducted by CONSULTANT during the fiscal year. The CITY will provide the location. The CONSULTANT will coordinate and market the seminars using small business consultants to present the seminars. Seminars will be 2 to 4 hours in length and cover topics that may include: Business Startup; Business Planning; Small Businesses Accounting and Finance; Access to Capital; E-Commerce; Human Resources; Marketing; Restaurant Management; Customer Service; and Selling to the Government.
- (c) WEBINAR SERIES. CONSULTANT shall provide the CITY a series of ten thirty minute webinars targeted to local business owners in the Fairfield area. The webinars will cover a wide range of business topics. CONSULTANT will work with students on our Fairfield Campus to produce the webinar series.
- (d) RESTAURANT ACADEMY. CONSULTANT shall provide the CITY with a ten-part Restaurant Academy series. The CONSULTANT will work with the CITY to establish a prize, with an eye on securing a free space for the winner.
- (e) LENDING PROGRAMS. CONSULTANT will work cooperatively with CITY'S "Revolving Loan Fund" program serving the Fairfield community. CONSULTANT will assist business owners who are seeking financing through the CITY'S North Texas Street Loan Program, and the CITY'S Downtown Loan Program. In addition, CONSULTANT will cooperate with CITY to provide assistance with loan review committees.
- (e) COORDINATION WITH BUSINESS GROUPS. CONSULTANT will work cooperatively with the Fairfield Main Street Association, the North Texas Street Business Association (NTSBA), West Texas Street Businesses, the Chamber of Commerce and other local business agencies. CONSULTANT will provide presentations to local business organizations.

(f) BUSINESS START-UP INFORMATION. CONSULTANT will provide “user friendly” business start-up information for new and existing businesses in Fairfield. The materials will be offered on-site, free of charge, and will also be available at the CITY’S office.

(g) CLIENT STATUS REPORT. CONSULTANT will provide a quarterly report on the technical assistance provided to Fairfield clients to ensure that the milestones are being met. CITY will keep client information confidential.

(h) ANNUAL REPORT. CONSULTANT shall send to the CITY a copy of the Annual Report for CONSULTANT’S services, detailing the assistance provided by CONSULTANT to Fairfield businesses.

EXHIBIT "B"

PAYMENT

(1) CONTRACT PRICE. The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

CONSULTANT shall receive a fixed-fee amount of TEN THOUSAND DOLLARS (\$10,000.00) including staff time and any other reimbursable expenses.

(2) PAYMENT. At the end of each quarter, upon receipt of a quarterly report and successful completion of services itemized in (1) Description of Services, a payment of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500) shall be made to CONSULTANT.

Payment shall be made to CONSULTANT:

Solano Community College Office of Workforce Development
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 864-3382
Attn: Kelly Penwell, Director

An invoice, not to exceed \$2,500.00 per quarter for Basic Services, shall be submitted along with the quarterly report to:

Community Development Department 1000 Webster Street, Room 200
Fairfield, CA 94533-4836
(707) 428-7454
FAX 428-7621
Attn: Karl A. Dumas

CONSULTANT shall provide a Tax Identification number or Social Security number to CITY for billing purposes. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City Manager's Office.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is

entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY and the City of Fairfield, their officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY or the City of Fairfield.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the City of Fairfield, their officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY or the City of Fairfield, their officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on CITY projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or the City of Fairfield or any CITY or City official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY or City decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required. **Not Applicable**

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ _____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$ _____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.



AGENDA ITEM: 21.(u)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF VALLEJO AND SOLANO COMMUNITY COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

REQUESTED ACTION:

Approval

SUMMARY:

Kelly Penwell, Associate Dean, Workforce Development, is presenting to the Governing Board for approval an agreement between Solano Community College Small Business Development Center (SBDC) and the City of Vallejo for consultant services including coordination and collaboration with other businesses and economic development entities through the Solano region, such as the Vallejo Business Alliance (Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber), Vallejo Main Street, and local business associations.

The Center will coordinate activities, market programs and services, and participate in joint events such as the annual Vallejo Business Alliance Business Expo and Business mixer, and actively participate in events sponsored by the aforementioned Chambers, proactively seeking partnerships in the community to work with disadvantaged youth, more specifically introducing entrepreneurship as a career pathway. SBDC will provide at least 6 hours of technical assistance per week of marketing outreach including publishing notifications including a calendar of events/classes, distribution of digital post cards & flyers, presentations to Business groups, market State loan guarantee programs and SBA loan programs, and micro loan programs to businesses in Vallejo. SBDC will provide a Lenders Fair in March 2016 and 6 Seminars/Workshops in Vallejo. SBDC will work to develop a restaurant based curriculum to help startups in the food industry

This agreement is in effect from December 17, 2015 to June 30, 2016.

STUDENT SUCCESS IMPACT:

Workforce development and training

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$12,000 Income

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this _17th day of December _____, 2015, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification.** Consultant shall indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
- 6. Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a)

the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of

Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on December 17, 2015, and shall continue in full force and effect until June 30, 2016.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination.

In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed

calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Annette Taylor
Senior Community Development Analyst
Economic Development Division
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant:

Kelly Penwell, Associate Dean
Workforce Development Director
Solano College SBDC
4000 Suisun Valley Road
Fairfield, CA 94534

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the

entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of

services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

37. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

SOLANO COLLEGE SMALL BUSINESS
DEVELOPMENT CENTER
A Not-for-profit corporation

CITY OF VALLEJO,
A municipal corporation

By: _____
Stan Arterberry
Superintendent/President
Solano Community College District

By: _____
Daniel E. Keen
City Manager

DATE: _____

DATE: _____

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Andrea J. Ouse
Community and Economic
Development Director

APPROVED AS TO FORM AND
INSURANCE:

Claudia Quintana
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Annette Taylor
Senior Community Development Analyst
Economic Development Division
555 Santa Clara Street
Vallejo, CA 94590
707-649-3510
707-648-4499

The Consultant's Representative for this Agreement is:

Kelly Penwell
Director
Solano College SBDC
360 Campus Lane, Ste. 102
Fairfield, CA 94534
707-864-3382
707-864-8025

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

**Attachment 1 to Exhibit A
To
Service Agreement between the City of Vallejo
and the Solano College Small Business Development Center**

Scope of Services

OBLIGATION OF GRANTEE

CONSULTANT agrees to provide the following to CITY:

A. Collaborate with Existing Business Assistance Programs and Economic Development Entities

CONSULTANT will coordinate and collaborate with other business and economic development entities throughout the Solano/Napa region such as the Vallejo Business Alliance (Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber), Vallejo Main Street, and local business associations. The Center will coordinate activities, market programs and services, and participate in joint events such as the annual Vallejo Business Alliance Business Expo and Business Mixer.

The Solano College SBDC will actively participate in events sponsored by the aforementioned Chambers such as the Fil-Am Expo.

We will proactively seek partnership in the community to work with disadvantaged youth, more specifically introducing entrepreneurship as a career pathway.

B. Vallejo-based technical assistance

At least six hours of technical assistance (e.g., business planning, operations, accounting, financing, marketing, and other small business development issues) per week will be available to Vallejo small businesses. This assistance will include follow-up with clients to determine progress of business development.

C. Cooperative Marketing Program

CONSULTANT will be responsible for coordinating and implementing marketing outreach activities. Activities will include:

Publishing program notifications in local newspapers where no cost publicity is an option. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.

Flyers/Postcards/Other. The Center proposes to utilize flyers, digital postcards, and other outreach methods to further promote and communicate resource information to the Vallejo business community.

Presentations to Business Groups. The Center will make at least one presentation to the Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Filipino American Chamber of Commerce of Solano County, and Solano County Black Chamber of Commerce explaining CONSULTANT'S services and increased presence in Vallejo. These presentations will be a part of a comprehensive marketing program to advertise CONSULTANT'S services to Vallejo businesses.

CITY will conduct one mailing to targeted Vallejo businesses to advertise services of CONSULTANT.

CONSULTANT will market State loan guarantee programs, Small Business Administration (SBA) loan guarantee programs, and micro-loan programs to businesses in Vallejo.

E. Workshops/Training Programs

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair. The event will take place in March 2016. The event will consist of an "Access to Capital" workshop featuring a panel of government and private lending institution representatives who will present information on various loan programs and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

Seminars/Workshops. The Center plans to conduct a variety of seminars and workshops designed to assist regional businesses in market diversification and strengthening their competitive position. Proposed topics include:

- Starting and Managing a Business
- The Business Model Canvas
- Business Planning
- Creating a template based website
- Managing Your Digital Community
- Branding Your Business through Social Media
- Growing Your Business through LinkedIn
- Small Business Financing
- Marketing
- Retaining and Motivating Employees
- Selling to the Government
- Customer Service
- E-Commerce
- Public Relations
- Computerized Accounting

A series of no less than six seminars focusing on small business issues will be conducted by CONSULTANT in Vallejo during the fiscal year. CONSULTANT shall market these programs to local business organizations.

In addition, we will also work to develop a restaurant based curriculum to help start-ups in the food industry launch.

F. Progress Reports

Progress reports describing the status of technical assistance provided to Vallejo clients will be sent to the CITY as follows:

1. For the period between December 17, 2015 - December 31, 2015. Report due to CITY by February 15, 2016.
2. For the period between January 1, 2016 - June 30, 2016. Report due to CITY by August 15, 2016.

The following listings shall also be included in the progress reports:

- Number and type of business seminars conducted for the period.
- Number of business seminar attendees for the period.
- Number of businesses receiving one-on-one counseling (technical assistance).
- Number of hours of one-on-one counseling (technical assistance provided).
- Breakdown of the type of technical assistance provided for the period.
- Summary of economic impact resulting from technical assistance services.
- Description of presentations to business groups.

The Center will also provide progress report presentations to the Vallejo City Council as needed.

EXHIBIT B
COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement in a total sum of Twelve Thousand Dollars (\$12,000) in two payments of Six Thousand Dollars (\$6,000) each as set forth in Attachment 1 of Exhibit A.

B. Request for payment shall be sent to:

Annette Taylor
Senior Community Development Analyst]
Economic Development Division
555 Santa Clara Street
Vallejo, CA 94590

2. Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

3. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

4. Taxpayer Identification Number. Consultant shall provide City with an IRS

Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

**Attachment 1 to Exhibit B
To
Service Agreement between the City of Vallejo
And Solano Community College Small Business Development Center**

Fees

Upon satisfactory completion of performance standards outlined in Section II.A., City will make payments to GRANTEE as follows:

- A. Upon receipt of First Progress Report - \$6,000
- B. Upon receipt of Second Progress Report - \$6,000

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to

California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

C. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo
Attn.: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

G. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or

shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Payment Withhold

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.



AGENDA ITEM: 21.(v)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

CONTRACT SERVICES AGREEMENT BETWEEN CITY OF BENICIA AND SOLANO
COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION:

Approval

SUMMARY:

Kelly Penwell, Associate Dean, Workforce Development, is presenting to the Governing Board for approval an agreement for services between the City of Benicia and Solano Community College District.

Solano Community College Small Business Development Center (SBDC) will provide coordination of the Start-Up Benicia competition and conduct seven entrepreneurship workshops in Solano County for Benicia residents or businesses to be established in Benicia. (Workshops will include 21 hours of training over 7 weeks and will be taught by certified business instructors and Industry Specific Business Consultants), and provide 30 hours of one-to-one business technical assistance to students.

This agreement is in effect from December 17, 2015 to June 30, 2016.

STUDENT SUCCESS IMPACT:

Workforce development and training

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: \$4,000 Income

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 17th day of December 2015 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and Solano Community College Workforce Development Center with its primary office located at 4000 Suisun Valley Road, Rm 151, Fairfield CA, 94534 (hereinafter "CONTRACTOR") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and CONTRACTOR each desire to enter into an Agreement whereby CONTRACTOR will perform professional services for CITY; and

WHEREAS, CITY staff does not have the capacity to perform this work in-house.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF SERVICES TO BE PROVIDED

CONTRACTOR shall provide services to CITY in accordance with the Proposal (“Proposal”) entitled Application for Funding FY 2015-2016 for coordination and implementation of Start-Up Benicia competition. The Proposal is incorporated herein by reference and is attached as Exhibit “A”. CONTRACTOR shall perform the services contemplated hereunder in a competent and professional manner and to the satisfaction of the CITY’s Department Head, or his/her designee.

2. PAYMENT

CONTRACTOR shall be paid for the above described services in the amount of **\$4,000.00**. The compensation agreed to be paid to CONTRACTOR shall be the sole and exclusive consideration paid or provided to the CONTRACTOR by the CITY.

CONTRACTOR shall be paid for the service it/he/she renders hereunder:

- within 30 days after receipt of any invoice therefore.
- within 30 days after the completion of the work.
 - on a monthly basis, beginning on __, in equal installments of \$_____ each.

3. CONTRACT TERMINATION

Both parties agree and understand that this contract may be terminated under the following conditions:

- (a) by failure of the CONTRACTOR to substantially perform the above described services; and/or
- (b) the CITY reserves the right to cancel the work or services before the work or service begins, even though advertised and requested for.

In the event the contract is canceled under the circumstances described in paragraph 3(a), the determination of payment to the CONTRACTOR shall be at the discretion of the CITY's Department Head, or his/her designee.

4. INDEMNIFICATION

(a) CONTRACTOR agrees to indemnify, release, defend and hold harmless the CITY, its officers, agents and employees ("indemnitees") from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which indemnitees may sustain or incur or which may be imposed upon them for injuries to or death of persons, or damage or injury to property as a result of, arising out of, or in any manner connected with CONTRACTOR's performance under the terms of this Agreement. CONTRACTOR or any approved Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not be in any limited by, the insurance obligations contained in this Agreement.

(b) Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

5. INSURANCE

(a) Required Coverage. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

- Automobile insurance for the vehicle(s) CONTRACTOR uses in connection with the performance of this Agreement. Coverage: \$1,000,000 per occurrence for bodily injury and property damage.
- Commercial general liability and property damage insurance. Coverage: \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

☒ Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONTRACTOR's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONTRACTOR shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

(b) General Provisions.

(i) CONTRACTOR shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONTRACTOR's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the CITY.

(c) Additional Insured. The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:
The City of Benicia, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iv) The Additional Insured coverage under the CONTRACTOR's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) Worker's Compensation. CONTRACTOR and CONTRACTOR's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONTRACTOR's workers' compensation insurance policy which arise from the work performed by CONTRACTOR for CITY.

(e) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, agents, employees and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

(f) Subcontractors. In the event CONTRACTOR desires to hire or employ any other company or person to perform any part of the services contemplated herein, the written approval therefore must be first obtained from the CITY. The CITY may withhold such approval for any reason.

(i) If approval is given by the CITY, CONTRACTOR agrees to include with all Subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by the CONTRACTOR agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Agreement Contract Documents. Subcontractor further agrees to include these same provisions with any Subcontractor. A copy of the CITY's Agreement Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to the commencement of any work and will provide proof of compliance to the CITY.

(ii) CONTRACTOR shall secure and provide CITY with evidence securing said Worker's Compensation insurance covering said approved employee(s) in statutory amounts and providing 30 days' advance notice to CITY in the event said policy is canceled.

6. PREVAILING WAGE

Section omitted.

7. LIQUIDATED DAMAGES

Section omitted.

8. CONTRACTOR RELATIONSHIP

CONTRACTOR understands and agrees that in performing the above described services, the CONTRACTOR shall act as an independent contractor and not an employee of the CITY.

CONTRACTOR shall be solely responsible for the reporting of income for tax purposes.

9. SUPPLIES

CONTRACTOR shall acquire, provide, maintain and repair at its/his/her sole cost and expense such equipment, materials, supplies, etc., as CONTRACTOR needs for its/his/her use for the proper conduct of the aforesaid work or services.

10. NOTICES

(a) Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the CITY: Mario Giuliani
 Economic Development Division
 City of Benicia
 250 East L Street
 Benicia, CA 94510

To CONTRACTOR: Kelly Penwell
Solano College Workforce Development Center
4000 Suisun Valley Road, Room 151
Fairfield, CA 94534

(b) Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

11. COMPLIANCE WITH THE LAW

CONTRACTOR, in the conduct of the services contemplated hereunder, shall comply with all statutes, state or federal, and all ordinances, rules and regulations of the City Council, and City of Benicia. Prior to commencement of work, CONTRACTOR shall procure a City business license.

12. ASSIGNMENT

The parties acknowledge that the above-described services shall not under any circumstances be assigned to any other person without the prior written consent of the CITY. It is further recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR.

13. GOVERNING LAW AND VENUE

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. **If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.**

14. ENTIRE AGREEMENT

(a) This Agreement supersedes any and all other agreements, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of this Agreement.

(b) This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

(c) No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

15. WAIVER

(a) No waiver shall be binding, unless executed in writing by the party making the waiver.

(b) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

(c) Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

16. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

17. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

18. AUTHORITY TO ENTER AGREEMENT

CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

19. PROHIBITED INTERESTS

CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20. NONDISCRIMINATION

(a) CONTRACTOR shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(c) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a CITY employee, or a citizen by CONTRACTOR or CONTRACTOR's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

21. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

WITNESS THE EXECUTION THEREOF, this 17th day of December, 2015.

CONTRACTOR

CITY OF BENICIA

BY:

Signature

Name/Title

Mario Giuliani

ECONOMIC DEVELOPMENT MANAGER

APPROVED AS TO FORM:

Heather C. Mc Laughlin
CITY ATTORNEY

Exhibit A

**Solano Community College Workforce Development Center
Application for Funding FY 2015-2016**

Page 1 of 2, Funding Guidelines

The Solano Community College Workforce Development Center Program

The Solano Community College Workforce Development Center is a network of Community College professionals working in strategic partnerships with businesses, industry and community organizations to identify and meet California's economic development needs in the areas of business improvements and entrepreneurship training.

The Solano Community College Workforce Development Center works with private, public and non-profit resources to build strong, sustainable and successful businesses. The end result is wealth creation, job creation and retention and better economic health in California. By partnering with local, well-respected business growth organizations and community colleges, the entrepreneurs they serve can tap into an abundance of resources and know-how already in place, thereby enhancing the long-term growth and viability of these companies.

Approved Categories of Funding:

- Business training
- Small Business Workshops
- Administration and Program Marketing

Funding Deadlines:

Invoices and/or back up documentation needed to spend your funds are due by **06/30/16** and your project must be completed before **06/30/16**. Unspent funds earmarked for school projects will return to the general grant reserves and be spent on other projects at that time.

Final Invoice:

Solano Community College Workforce Development Center will submit an invoice when the project is completed.

Solano Community College Workforce Development Center

Application for Funding FY 2015-2016

Page 2 of 2, Application Form

Date:	December 17, 2015 – June 30, 2016
Name:	
School:	Solano Community College Workforce Development Center
Position (please check one):	<input type="checkbox"/> Faculty Counselor <input checked="" type="checkbox"/> Administrator
Contact Info:	Kelly Penwell, Associate Dean, Solano Community College Workforce Development

Project Proposal

Proposed Project:	Start-Up Benicia
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Description of Services:	Solano College Workforce Development Center will provide services to the City of Benicia
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Expected Outcomes:	<ol style="list-style-type: none"> 1. Coordination of Start-Up Benicia Competition Cost: \$570. 2. Conduct 7 entrepreneurship workshops in Solano County to assist a minimum of 5 contestants. Contestants will reside in Benicia or provide proof that they are establishing their business in Benicia. <ol style="list-style-type: none"> a) One 3 hour class per week over 7 weeks. b) SBDC will utilize certified business advisors to instruct the entrepreneurship classes. <ul style="list-style-type: none"> • Estimated 21 hours of in-class training • \$50 per hour x 21 hours = workshop training cost: \$1050 • Certified Business Advisor (main Instructor) included in workshop training cost • Industry Specific Business Consultants = \$60 x 8 hours = \$480 3. Provide small business counseling for attending students. <ol style="list-style-type: none"> a) One on one small business technical assistance provided to Contestants <ul style="list-style-type: none"> • Total Counseling hours = 30 hours @ \$50 = \$1,500 4. Prize package to be determined by Mario Giuliani, Economic Development Manager of the City of Benicia. Prize Package may include: <ol style="list-style-type: none"> a) Store front location for 6 months at no cost b) Accounting Consultation c) Legal Advice d) Other prizes as determined
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Budget	
Coordination of Start-Up Benicia Competition	\$570
Entrepreneurship Workshops	\$1530
Business Counseling	\$1500
Program Marketing and Administration	\$400
TOTAL	\$4000

Please have an administrator sign your proposal, or copy them by email if you submit electronically:

Submitted By:	
Approved By (Administrator): Solano Community College WDCE	Kelly Penwell, Associate Dean Workforce Development
Approved By:	City of Benicia

SEND TO:
 Kelly Penwell
 Solano College Workforce Development Center
 4000 Suisun Valley Road, Room 151
 Fairfield, CA 94534
 707-863-7808
 sbddirector@solano.edu



AGENDA ITEM: 21.(w)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN NORTH BAY EMPLOYMENT CONNECTION, THE NORTH BAY APPRENTICESHIP COORDINATORS ASSOCIATION, NORTH BAY COLLEGES AND SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION:

Approval

SUMMARY:

Kelly Penwell, Associate Dean, Workforce Development, is presenting to the Governing Board for approval an agreement between Solano Community College District and NBEC, NBACA, and North Bay Community Colleges.

This MOU will replace the Joint Statement of Intent signed by (NBACA) and North Bay Employment Connection Workforce Development Boards dated January 1, 2014- December 31, 2014. It is agreed that the Intent portion of that Agreement ends and is replaced by the MOU among all parties that delineates relationship, process, roles, and responsibilities, to define coordination between local joint apprenticeship programs, community colleges, and the North Bay Employment Connection Workforce Development Boards to establish a regional trades introduction program, "North Bay TIP.

The term of new agreement shall be one year from date of execution and shall automatically renew for successive one year terms.

STUDENT SUCCESS IMPACT:

Workforce development and training

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: N/A

MEMORANDUM OF UNDERSTANDING

Marin, Napa-Lake, Solano, Sonoma and Mendocino Workforce Development Boards collectively known as the “North Bay Employment Connection - NBEC”, The North Bay Apprenticeship Coordinators Association, “NBACA”, North Bay Community Colleges, And Related Parties

I. Preamble

Whereas: Existing law provides a framework for promoting state certified apprenticeship training and through AB554 the California Workforce Development Board and each local board shall:

- Ensure that any preapprenticeship training is conducted, to the maximum extent feasible, in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.
- Develop a policy of fostering collaboration between community colleges and approved apprenticeship programs in the geographic area to provide pre-apprenticeship training, apprenticeship training, and continuing education in apprenticeable occupations through the approved apprenticeship programs.

Whereas: The North Bay Employment Connection Workforce Development Boards have prioritized addressing sector specific skill gaps, specialized training opportunities and career pathways for targeted sectors in the North Bay Counties with a focus on a skilled workforce that is aligned around economic development goals

Whereas: The North Bay Employment Connection Workforce Development Boards have prioritized creation of a cohesive regional vision and Strategic Workforce Plan that leverages resources of networked providers through strong collaboration and enhanced partnerships among WDBs, education, and economic development partners

Whereas: Clearly articulated, outcome oriented coordination and alignment between state certified apprenticeship programs, The North Bay Employment Connection / One-Stops and the North Bay Community Colleges does not currently exist and due to this lack of coordination, many students and job seekers do not consistently receive information about or preparation for pre- apprenticeship or apprenticeship as a viable career path,

Whereas: In response to the requirements of AB 554, a workgroup of coordinators from local North Bay Apprenticeship Coordinators Association (NBACA) in the North Bay Counties and the North Bay Employment Connection Workforce Development Boards have signed a Joint Statement of Intent dated January 1, 2014 – December 31, 2014, it is agreed that the Intent portion of that Agreement ends and is replaced with this Memorandum of Understanding among all parties, that

- delineates relationship, process, roles, responsibilities, to define coordination between local joint apprenticeship programs, community colleges, and the North Bay Employment Connection Workforce Development Boards to establish a regional trades introduction

program, "North Bay TIP",

- students, job seekers, and employers in the North Bay Counties will be served by the creation of a trades introduction program based on the National Building and Construction Trades Department, AFL-CIO Multi-Craft Core Curriculum, administered with the permission of the local Building and Construction Trades Council, under the recognition of the North Bay Apprenticeship Coordinators Association (NBACA) and the multiple joint apprenticeship programs with jurisdiction in the North Bay Counties and in cooperation with the North Bay Employment Connection Workforce Development Boards, and North Bay Community Colleges serving the North Bay counties of Marin, Sonoma, Napa, Lake, Solano and Mendocino.

Therefore, the undersigned join together to adopt this Memorandum of Understanding (MOU) that will replace the Joint Statement of Intent dated January 1, 2014-December 31, 2014 to:

- build better working relationships, create common policies / practices, align resources, priorities and outcomes through the "NB TIP", North Bay Trades Introduction Program,
- focus on creation and implementation of an innovative trades introduction program with a variety of support and connections to prepare job seekers for high-demand careers in apprenticeable occupations and encourage postsecondary education completion and career development.

The North Bay Employment Connection Workforce Development Boards will foster cooperation, and collaborate on policy alignment with the North Bay joint apprenticeships by:

- Providing resource information on the local America's Job Centers of California system and the WIOA eligibility guidelines to the Joint Apprenticeship Training Coordinators;
- Providing technical assistance to Joint Apprenticeship Training Coordinators who wish to list their programs on the State Eligible Training Provider List (ETPL) and ensure that WIOA training funds targeted to apprenticeable occupations are coordinated with Division of Apprenticeship standards-approved apprenticeship programs;
- Promoting the value of approved apprenticeship and "learn to earn" models of training
- Assist with outreach and recruitment of students and community members who are interested in enrolling in a North Bay TIP class.
- Providing information on available resources, discretionary grant funding, on-the-job-training wage subsidies, tax incentives, and supportive services available to assist apprentices in successfully completing the apprenticeship program.

The North Bay Apprentice Coordinators Association, NBACA, will participate in the Trades Introduction Program as follows:

- Active participation in the creation, implementation and operation of a North Bay trades introduction program and related steering committee.
- Select, evaluate and replace instructors, based on MC3 required guidelines and qualities aligned with this program.
- Assist in curriculum development.
- Assist with outreach and recruitment of students and community members who are

interested in enrolling in a North Bay TIP class.

- Providing outreach information and assistance to train One-Stop staff and partners on Trades Introduction Programs and Joint Apprenticeship Programs in the North Bay and the Bay Area, including application deadlines and processes / pre-requisites for training, description of skills/competencies to be gained, career pathways, and wages/benefits.
- Working with One Stops to conduct targeted outreach to under-represented local populations, with particular emphasis on long-term unemployed, displaced workers, at risk youth, veterans, women and minority men.
- Encourage development of apprenticeship through employer and developer awareness of opportunities to employ apprentices
- Support local jobs for those signatory with apprenticeship programs.
- Encourage apprenticeships to recognize graduates from this program.

The North Bay Community Colleges will participate in the Trades Introduction Program as follows:

- Assist with outreach and recruitment of students and community members who are interested in enrolling in a North Bay TIP class.
- Provide resources for enrolled community college students to assess their academic level in English and math.
- Provide interested TIP students with an overview of educational choices and job placement services available at California Community Colleges.
- Provide classroom space as college scheduling permits.
- Encourage job creation for TIP student completers by working with local labor and Workforce Development Boards.

II. Duration of Memorandum: The term of this MOU shall be a period of one year from the date of execution. The agreement shall automatically renew for successive one-year terms, unless any Member provides written notice of intent to withdraw from the MOU. This MOU may be amended by written notice signed by all parties to the MOU.

III. Termination: In the event that it becomes necessary for a Member to cease being a party to this MOU, the Member shall notify the other parties, providing not less than sixty (60) days written notice of such intent to withdraw to the other parties to this MOU.

IV. Non-Financial: This Memorandum of Understanding is non-financial in nature and does not carry forth or imply any duty among signatories of a financial obligation to one another, to the group as a whole, and/or any third party(ies). This is a good faith commitment of parties to carry out the expressed commitments and activities.

Signed By:

Representing Community Colleges:

Elizabeth Pratt Dean of Career Tech Ed College of Marin Signature Date

9/13/2015 Page 3 of 5

Jerome Miller	Dean of Career Tech Ed	Santa Rosa Junior College	Signature	Date
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Berta Lloyd	Dean	Napa Valley Community College	Signature	Date
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Steve Hixenbaugh	CTE Dean	Mendocino Community College	Signature	Date
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Kelly Penwell, Associate Dean		Solano Community College	Signature	Date
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Kelly Penwell 11/25/15

Representing North Bay Workforce Development Boards:

Racy Ming	WDB Director	Marin County WDB	Signature	Date
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Sherry Alderman	WDB Director	Sonoma County WDB	Signature	Date
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Bruce Wilson	WDB Director	Napa-Lake WDB	Signature	Date
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Debra Holmes	WDB Director	Mendocino WDB	Signature	Date
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Robert Bloom	WDB Director	Solano WIB	Signature	Date
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Representing North Bay Building Trades Councils:

Print Name	Print Title	Print BTC	Signature	Date
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Print Name	Print Title	Print BTC	Signature	Date
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Print Name	Print Title	Print BTC	Signature	Date
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Print Name	Print Title	Print BTC	Signature	Date
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Representing the North Bay Apprenticeship Coordinators Association:

Holly Brown	Chairperson	.	Signature	Date
Skip Lucier	Vice Chair	.	Signature	Date
Tony Caryle	Treasurer	.	Signature	Date
Dan Riley	Secretary	.	Signature	Date
Steve Stobel	Member	.	Signature	Date

For State/Federal Apprenticeship Agencies, Affiliates & Community Based Organizations:

Print Name	Print Title	Organization	Signature	Date
Print Name	Print Title	Organization	Signature	Date
Print Name	Print Title	Organization	Signature	Date
Print Name	Print Title	Organization	Signature	Date
Print Name	Print Title	Organization	Signature	Date



AGENDA ITEM: 21.(x)
MEETING DATE: December 16, 2015

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

TO:
 MEMBERS OF THE GOVERNING BOARD

SUBJECT:
 REQUEST FOR APPROVAL OF CURRICULUM ACTIONS AS SUBMITTED BY THE CURRICULUM COMMITTEE, A SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:
 Approval

SUMMARY:
 During the Fall semester in the month of November 2015, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

Dr. Leslie Minor, Vice President of Academic Affairs, is presenting these now for approval.

STUDENT SUCCESS IMPACT:
 Help our students achieve their educational, professional and personal goals

<u>ED</u>	<i>Title V, Chapter 6, subchapter 2, beginning</i>	<u>BOARD</u>		<u>ESTIMATED</u>	
<u>CODE:</u>	<i>with Section 55100</i>	<u>POLICY:</u>	6100	<u>FISCAL IMPACT:</u>	N/A

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall semester in the month of November 2015, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

COURSE MODIFICATIONS

Course	Modifications	Class Max
(CP15-105) ART 010 Art Appreciation	Assessments, Content, textbooks	50
(CP15-114) ESL 373 ESL Basic Oral Communication Skills	TOP code, Corequisite, textbooks	30
(CP15-115) CIS 001 Introduction to Computer Science	Resources, Units, Division Planning, Catalog Description, Objectives, Assessments, Assignments, Content	40
(CP15-116) CIS 015 Programming in Visual Basic.Net	Resources, Units, Division Planning, Catalog Description, Objectives, Assessments, Assignments, Content	40
(CP15-117) CIS 020 Assembly Programming	Resources, Units, Division Planning, Prerequisite, Catalog Description, Assessments, Assignments, Content, Textbooks	20
(CP15-118) CIS 021 Discrete Structures for Computer Science	Resources, Units, Division Planning, Method of Instruction, Advisory, Prerequisite, Objectives, Assessment, Assignments, Content	25
(CP15-119) CIS 022 Introduction to Programming	Resources, Units, Division Planning, Prerequisite, Catalog Description, Objectives, Assessment, Assignments, Content, Textbooks	40
(CP15-120) CIS 023 Data Structures and Algorithms	Resources, Units, Division Planning, Prerequisite, Assessments, Assignments, Content, Textbooks	40
(CP15-121) CIS 035 Introduction to Java Programming	Resources, Units, Division Planning, Prerequisite, Catalog Description, Objectives, Method of Evaluation, Assessments, Assignments, Content, Textbooks	40
(CP15-122) THEA 024 Rehearsal and Performance in Production	Number, Title, Repeatability, Catalog Description, Objectives, Content	30
(CP15-123) THEA 032A Fundamentals of Costume Design	Title, Repeatability, Catalog Description, Objectives, Assignments,	25
(CP15-124) THEA 032B Fundamentals of Costume Design	Number, Title, Units, Method of Instruction, Repeatability, Catalog Description, Objectives, Assessments, Assignments, Content	25
(CP15-125) THEA 047 Technical Theatre in Production	Number, Title, Repeatability, Catalog Description, Assessments, Assignments, Content	24
(CP15-126) MUSC 021 Chorus	Prerequisite	20

NEW COURSES

Course	Class Max
(CP15-112) ESL 534A Introductory Integrated ESL Skills: Reading, Writing and Grammar Part 1	25
(CP15-113) HORT 101 Plant Propagation and Production	24

New Program:**Program Modifications:****Major Deletion:**

(CP15-110) ART 003 World Art



AGENDA ITEM: 21.(y)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN SONOMA STATE UNIVERSITY AND SOLANO COMMUNITY COLLEGE TO DELIVER A BACHELORS OF ARTS LIBERAL STUDIES DEGREE PROGRAM

REQUESTED ACTION:

Approval

SUMMARY:

Dr. Shirley Lewis, Vallejo Center Dean, is presenting to the Governing Board for approval the Memorandum of Understanding between Sonoma State University and Solano Community College to deliver a Bachelor of Arts Liberal Studies degree program to the local community through program offerings at the Solano Community College Vallejo Center.

This MOU is being renewed for a second two-year term, which begins upon its execution date through June 30, 2017.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: N/A

MEMORANDUM OF UNDERSTANDING

**Between
Sonoma State University
And
Solano Community College**

This MEMORANDUM OF UNDERSTANDING is entered into this 17th day of December 2015, by and between California State University, Sonoma, hereinafter referred to as SSU, and Solano Community College, hereinafter referred to as SCC.

Whereas SSU has developed curriculum leading to a Bachelor's degree in Liberal Studies, hereinafter referred to as BA Liberal Studies, and wishes to deliver this degree program to the local community in Solano and SCC has suitable facilities for classroom instruction and both parties have intentions to mutually develop programs in the future, therefore SSU and SCC have agreed to collaborate.

SSU Responsibilities:

- SSU will market, recruit and admit students into the BA Liberal Studies degree program.
- In consultation with SCC, SSU will schedule the required five (5) courses each fall and spring term beginning spring.
- SSU will recruit and hire faculty to teach the courses as necessary.
- SSU will register students into the program courses as necessary.
- SSU will coordinate the BA Liberal Studies program and provide the advising function and other student support functions as necessary.
- SSU will reimburse SCC for any additional costs related to technological services.
- SSU agrees not to offer first and second year college programs that would compete with SCC.
- SSU students enrolled in the BA Liberal Studies program will adhere to the rules and policies of conduct required of SCC students. Students must follow SCC policies regarding safety and student conduct. SCC will refer any discipline action to the SSU Dean of Students.
- SSU will provide a Certificate of Insurance for \$1,000,000 and name SCC additionally insured on a separate endorsement. The California State University public liability, workers' compensation, property and automobile liability self-insurance program will apply.
- SSU will indemnify, defend, and hold harmless SCC, its officers, agents, employees, representatives, Board of Trustees, and volunteers from damage to property and for injury to and or death of any person from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in except those which arise out of the sole negligence of SCC.

SCC Responsibilities:

- SCC will provide one classroom per evening, Monday through Thursday, and during the day Friday, with supporting technological services for the BA Liberal Studies program courses. Technology services shall include overhead projector, or document camera, computer, VCR/DVD player and screen.
- SCC will provide suitable private office space for the SSU coordinator of the program at no cost to SSU.
- SCC will provide SSU students access to parking and appropriate student facilities including the bookstore. SSU students must purchase SCC parking permit.
- SCC will assist in publicity and outreach to SCC graduating students regarding the BA Liberal Studies program at SCC.
- SCC will provide library access, including the access to reserve materials, to SSU students enrolled in the BA Liberal Studies program at SCC.
- SCC if requested, will provide a Certificate of Insurance for \$1,000,000 and name SSU additionally insured on a separate endorsement. The California State University public liability, workers’ compensation, property and automobile liability self-insurance program will apply.
- SCC will indemnify, defend, and hold harmless SSU, its officers, agents, employees, representatives, Board of Trustees, and volunteers from damage to property and for injury to and or death of any person from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in except those which arise out of the sole negligence of SSU.

Term:

The term of this agreement shall begin upon execution date, through June 30, 2017. This agreement can be extended every two years thereafter.

The signatures below indicate agreement to the foregoing terms.

Sonoma State University:

Solano Community College:

Jenifer Barnett Date
 Managing Director for Contracts

Stan Arterberry Date
 Interim Superintendent-President



AGENDA ITEM: 22.(z)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

COMEVO CONTRACT AWARD FOR ONLINE ORIENTATION SOFTWARE PROGRAM FOR SOLANO COMMUNITY COLLEGE DISTRICT STUDENTS

REQUESTED ACTION:

Approval

SUMMARY:

Approval is requested to award a contract to COMEVO, communication evolved, for an online orientation software program for Solano Community College District students. Our current online orientation lacks the delivery capability needed to ensure that students receive all orientation components mandated by SSSP. A new system was written into our 2015-2016 SSSP plan to accomplish this. There was an informal bid, two vendors provided demonstrations of their product, and the products were rated. COMEVO is recommended by the Foundation for California Community Colleges to fulfill SSSP requirements. The program offers convenience, compliance, and flexibility for online student orientation. The initial Set-up Fee is \$21,000 with an annual subscription fee of \$9000, paid up-front. Cost savings are offered for multi-year commitments.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals , Basic skills education, Transfer-level education

ED CODE: 78210 - 78219 BOARD POLICY: ESTIMATED FISCAL IMPACT: \$30,000.00

@school Online Orientation™ Sales Proposal

Solano Community College



The Leader in Online Orientation Software



Who We Are

Headquartered in San Luis Obispo, California, Comevo is a software company dedicated to cultivating technology that will serve the staff and students at colleges and universities throughout North America.

Our definitive service is not software; it is helping staff create orientation programs that are more effective, which ultimately fosters students' success.

What We Offer

Connecting with students in the digital age is the challenge. Comevo's @school Online Orientation™ is the solution. More and more colleges and universities are enhancing their new student orientation programs by relying on the versatility and flexibility of online orientation.

@school Online Orientation™ allows you to create a consistent, comprehensive, easy-to-use multimedia orientation for your students.

Features include:

- Branded responsive template design
- Interactive, media rich content
- Content management system
- Decision Pathforks
- Connectivity to SIS and Portal
- Reporting capabilities
- ADA compliant

Advanced. Intuitive. Affordable.

Benefits to Staff & Students

Online orientation software programs offer distinct advantages:

CONNECTION

Today's students are digital natives: they've had a lifelong exposure to technology, and online orientation offers them resources in a format they're completely familiar with and expect.

CONVENIENCE

Regardless of schedules or traffic or distance, online orientation programs have the built-in flexibility to be available to students 24/7 and allow students to learn at their own pace.

COMPLIANCE

As more campuses require mandatory participation in orientation, @school Online Orientation™ offers an alternative method of recreating an in-person orientation.

FLEXIBILITY

Staff can modify online content quickly and easily, providing students with information that is absolutely current and correct.

DATA DRIVEN IMPROVEMENTS

Data captured in your online orientation program not only lets you monitor and verify the progress of each and every student, it can also help you identify and improve your overall student success services.

DISTRIBUTION

Perhaps the biggest benefit of online orientation software is that it allows you to present relevant orientation content to specific populations clearly, consistently, and in digestible portions.

What's Inside

Comevo's **Deluxe Package** includes the very latest features for the ultimate online orientation experience.

CONTENT OPTIONS - Text, images, video, audio, web links and PDF links for an interactive experience.

CUSTOM TEMPLATE - Supports your brand with a flexible and visually impressive layout.

UNLIMITED MODULES - Create additional orientation modules to service needs within your department or campus.

UNLIMITED USAGE - Freedom to scale up and out to other departments without impact on price.

FULL REPORTING - Retrieve data on student progress, completion and feedback.

MANAGEMENT CONSOLE - 24/7 access to edit and publish your content free of charge.

MOBILE FRIENDLY - Responsive-designed template that optimizes content display space for mobile.

QUIZZES & FINAL TEST - Ensures retention, engagement and validates completion.

TERMS TO KNOW - Define unfamiliar words or acronyms within an interactive pop-up bubble glossary.

DECISION PATHFORK - Customize content tracks within the module by student type, campus or decision trees.

SURVEY - Receive valuable feedback from your students to measure effectiveness.

PORTAL INTEGRATION - Allows student access and login to the orientation through the student portal.

SIS INTERFACE - Feed completion report data back to your SIS to facilitate the auto-release of registration holds.

UNLIMITED SUPPORT - Contact our Help Desk any time for assistance and training.

EDQUESTION PRO - Dynamic FAQ tool reduces repetitive questions with Q&A matching.

LOGIN ACCESS CONTROL - Password protected access points for different users.

@school Online Orientation™ Deluxe Package Pricing

One-Time Costs

\$ 21,000 Initial Set-up Fee

Ongoing Costs

\$ 9,000 Annual Subscription Fee (1 year commitment, 1 year paid up-front)

\$ 24,300 Annual Subscription Fee (3 year commitment, 3 years paid up-front, 10% discount)

\$ 36,000 Annual Subscription Fee (5 year commitment, 5 years paid up-front, 20% discount)

Set-up + Subscription Fees due up-front for first term.

*Pricing valid for 90 days after **November 30, 2015.***

Our “Go Live” Process

1. Review, sign, and return agreement.
2. Remit set-up and first year hosting and maintenance payment.
3. Send in completed Next Steps Form to Customer Care.
4. Comevo will set up your account, customize your template and train you on content management within 2-4 weeks.
5. Load your content library, develop your multimedia modules, and GO LIVE!





AGENDA ITEM: 22.(aa)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
STUDENT EQUITY PLAN 2015-2016

REQUESTED ACTION:
Approval

SUMMARY:
Approval is requested for the Solano Community College District Student Equity Plan developed by the Student Equity Committee. This plan and budget is a result of input and review from the Academic Senate and College Governance Council. The Student Equity Plan addresses equity gaps by supporting existing programs including Umoja, Puente, and First Year Experience (FYE).

STUDENT SUCCESS IMPACT:
Help our students achieve their educational, professional and personal goals , Basic skills education, Transfer-level education

<u>ED</u>	78220-	<u>BOARD</u>	5355	<u>ESTIMATED FISCAL</u>	(\$1,013,726)
<u>CODE:</u>	78221	<u>POLICY:</u>		<u>IMPACT:</u>	income

Solano Community College

Student Equity Plan

December 16, 2015

SOLANO COMMUNITY COLLEGE STUDENT EQUITY PLAN

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Signature Page

Solano Community College Student Equity Plan

District: Solano Community College District **Board of Trustees Approval Date:** 12/16/2015

I certify that this plan was reviewed and approved by the district board of trustees on the date shown above. I also certify that student equity categorical funding allocated to my college or district will be expended in accordance the student equity expenditure guidelines published by the California Community College Chancellor's Office (CCCCO).

[Signature]

Stan R. Arterberry

stan.arterberry@solano.edu

I certify that student equity categorical funding allocated to my college will be expended in accordance the student equity expenditure guidelines published by the CCCCCO.

[Signature]

Yulian Ligioso

yulian.ligioso@solano.edu

I certify that I was involved in the development of the plan and support the research goals, activities, budget and evaluation it contains.

[Signature]

Gregory S. Brown

gregory.brown@solano.edu

I certify that I was involved in the development of the plan and support the research goals, activities, budget and evaluation it contains.

[Signature]

Leslie Minor, Ph.D.

leslie.minor@solano.edu

I certify that Academic Senate representatives were involved in the development of the plan and the Senate supports the research goals, activities, budget and evaluation it contains.

[Signature]

Michael Wyly

michael.wyly@solano.edu

I certify that Associated Student Body representatives were involved in the development of the plan and supports the research goals, activities, budget and evaluation it contains.

[Signature]

[Megan White]

megan.white@solano.edu

Gregory S. Brown

gregory.brown@solano.edu

707-864-7159

Executive Summary

EXECUTIVE SUMMARY

Solano Community College is committed to assuring student equity in all educational programs and College services (SCCD Policy 5355). We define student equity simply as that condition where, “*all students enjoy the same right and access to education.*”

The College serves 9,702 students (Fall 2013 census) at campuses in Fairfield, Vacaville, and Vallejo and in the surrounding communities including Travis Air Force Base, Winters, Dixon, and Benicia. The College provides programs and services to ensure that all students have the opportunity to succeed academically. The overarching equity goal at Solano Community College is to provide a teaching and learning environment that is welcoming, supportive, and accessible to all participants, regardless of ethnicity, culture, nationality, language, disability, gender, sexual orientation, or religion, and to ensure that all students have an equal opportunity for academic success.

The specific goals of the Student Equity Plan are:

1. To provide opportunities for increasing diversity and equity for all students at SCC.
2. To improve student access to SCC programs and services.
3. To close performance gaps for targeted groups, thereby improving the overall success of all students at Solano Community College.

This 2015-2019 Student Equity Plan is guided by the College’s Mission Statement wherein the commitment to student equity is inherent:

Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to helping our students achieve their educational, professional, and personal goals centered in basic skills education, workforce development and training, and transfer-level education. The College accomplishes this three-fold mission through its dedicated teaching, innovative programs, broad curricula, and services that are responsive to the complex needs of all students.

The SEP was written with contributions from faculty, staff, students, managers, and students. This 2015 update of Solano Community College’s 2014 Student Equity Plan is part of an ongoing institutional effort underway at Solano Community College District to improve proportional student academic outcomes and to more carefully and formally assess and evaluate student equity planning. The College recognizes that equity planning and assessment, as well as expansion of its data collection to further examine the academic needs of an increasingly diverse student population, is critical to the achievement of student equity and the fostering of academic excellence for all in our educational programs.

The Solano Community College Student Equity Committee has oversight for the development and implementation of this Student Equity Plan in accordance with SCCD Board Policy and Procedure 5355. This Committee is composed of faculty, staff, administration, and students. The Committee made recommendations to appropriate bodies regarding the College's Student Equity Plan, along with a host of new student equity recommendations. The 2015-2019 Student Equity Plan was approved by the SCC Board of Trustees on December 16, 2015 in compliance with Title 5 guidelines in Section 54220.

A. Student Equity Indicators and Target Groups

We examined student equity at SCC in the context of the following Student Equity Indicators, as required by the CA Code of Regulations, Title 5, Section 54220 and the template provided by the California Community College Chancellor's Office:

1. Access
2. Course Completion
3. ESL and Basic Skills Completion
4. Degree and Certificate Completion
5. Transfer

A. ACCESS. Compare the percentage of each population group that is enrolled to the percentage of each group in the adult population within the community served.

The goal is to improve access for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal	Goal Year
Males	-9.14% 2014	Reduce gap by 50%	2018
White	-8.43% 2014	Reduce gap by 50%	2018
Disabled Students	-7.58% 2014	Reduce gap by 50%	2018

ID	Target Group
A.1	Males
	White

Actions to achieve the goals include:

Focus Delivery of SSSP Services to Target Groups: Campus staff will develop and test new methods of delivering core Student Success and Support Program (SSSP) services—assessment, orientation, student education planning, and follow-up to students in order to increase access.

Increase High School and Community Outreach to Target Groups: Annually, campus staff, including the Student Services Generalists and Student Ambassadors, will work in coordination with our 13 feeder K-12 school districts and counseling staff to conduct visits to local high schools and community fairs/events with specific early outreach to identified student groups to disseminate materials on enrollment and matriculation requirements, financial aid, support services and provide other relevant matriculation information.

Specific outreach and course scheduling efforts to military base and prison populations: Efforts will include expanded marketing of programs, financial aid services, scholarships, veterans benefits, and raising aspiration levels for attending and completing college programs.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
A.1	Fall, 2015 – Spring, 2018	\$10,000	

ID	Target Group
A.2	Students with Disabilities

Increase High School and Community Outreach to Target Groups: Annually, campus staff, including the Student Services Generalists and Student Ambassadors, will work in coordination with our 13 feeder K-12 school districts and counseling staff to conduct visits to local high schools and community fairs/events with specific early outreach to students with disabilities groups to disseminate materials on enrollment and matriculation requirements, financial aid, support services and provide other relevant matriculation information.

Enhance Services to Students with Disabilities: Initiate a Learning Disabilities program for testing students for LD. Provide appropriate services and equipment in response to the needs identified, and provide support courses/workshops/outreach to students. Market the services to prospective students, including high school and veterans.

ID	Timeline(s)	Student Equity Funds	Other Funds
A.2	June 2015 – July 2018	\$58,889	

B. COURSE COMPLETION. The ratio of the number of credit courses that students, by population group, complete compared to the number of courses in which students in that group are enrolled on the census day of the term.

GOAL B.

The goal is to improve course completion for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal*	Goal Year
Foster Youth	-16.75	Reduce by 50%	2017
African American	-11.86	Reduce by 50%	2017
Native Am./Pacific Islander	-4.96	No Gap	2019

ID	Target Group(s)
B.1	Foster Youth

Actions to achieve these goals include:

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Research course scheduling: Research the impacts of course availability, delivery, and sequencing and modify offerings to encourage completion to the next course toward program completion. This information will be shared with academic affairs for semester by semester tracking of class capacities and efficiency.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
B.1	July 2015 – June 2017	\$28,224	

ID	Target Group
B.2	African American students

Support Learning Communities: Provide support to the Umoja, Puente, First Year Experience, and Pre-law programs to assist with course completion, including the use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Research course scheduling: Research the impacts of course availability, delivery, and sequencing and modify offerings to encourage completion to the next course toward program completion. This information will be shared with academic affairs for semester by semester tracking of class capacities and efficiency.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

Faculty training/mentoring program: Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Timeline(s)	Student Equity Funds	Other Funds
B.2	July 2015– June 2017	\$96,459	

ID	Target Group
B.3	Native American/Pacific Islander students

Actions to achieve these goals include:

Perform additional research: on the population to determine more specific intervention strategies, or those strategies currently provided with targeting to this population.

ID	Timeline(s)	Student Equity Funds	Other Funds
B.3	July 2015 – June 2017	\$25,062	

ESL AND BASIC SKILLS COMPLETION. The ratio of the number of students by population group who complete a **degree-applicable course** after having completed the final ESL or basic skills course compared to the number of those students who complete such a final ESL or basic skills course.

Upon reviewing the data and the small cell sizes in the ESL component, the committee determined that addressing the ESL component at the college in its entirety would be appropriate, rather than identify specific population cell disparity. The overall low completion rate was viewed as a symptom of a larger equity gap, than individual populations. The remaining areas, English Basic Skills and Math Basic Skills shared the same three populations for equity gaps. As a result, the committee viewed the Basic Skills progress again broader than the subject area alone and determined to address the issues in a broader context of equity and success. To address the gap measure below, an average gap in the two subject areas was created and the average number of students impacted in each of the two subject areas was calculated.

Target Population(s)	Current gap, year	Goal*	Goal Year
<i>Example Group</i>	<i>-7, 2014</i>	<i>No gap</i>	<i>2020</i>
Students with Disabilities	-20.29	Reduce gap by 50%	2018
Foster Youth	-19.13	No gap	2017
African American	-12.69	Reduce gap by 50%	2018

ID	Target Group(s)
C.1	Students with Disabilities

Actions to achieve these goals include:

Enhance Services to Students with Disabilities: Initiate a Learning Disabilities program for testing students for LD. Provide appropriate services and equipment in response to the needs identified, and provide support courses/workshops/outreach to students.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Provide instruction/learning support resources: Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion. Use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development to support basic skills success.

Faculty training/mentoring program: Provide training to faculty regarding addressing learning needs with student accommodations. Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
C.1	July 2015 – June 2018	39,260	

ID	Target Group
C.2	African American students

Actions to achieve these goals include:

Support Learning Communities: Provide support to the Umoja, Puente, First Year Experience, and Pre-law programs to assist with course completion, including the use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

Faculty training/mentoring program: Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Timeline(s)	Student Equity Funds	Other Funds
C.2	June 2015 – July 2018	\$96,459	

ID	Target Group(s)
C.3	Foster Youth

Actions to achieve these goals include:

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors.

Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
C.3	July 2015 – June 2017	\$28,224	

ID	Target Group(s)
C.4	English as Second Language

Actions to achieve these goals include:

Research the needs of the local ESL population: Conduct survey(s) of the local population to determine education and training needs, including course content, delivery times, days, locations, and staffing.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
C.4	July 2015 – June 2017	\$25,062	

DEGREE AND CERTIFICATE COMPLETION. The ratio of the number of students by population group who receive a degree or certificate to the number of students in that group with the same informed matriculation goal as documented in the student educational plan developed with a counselor/advisor.

Target Population(s)	Current gap, year	Goal*	Goal Year
<i>Example Group</i>	<i>-4, 2014</i>	<i>No gap</i>	<i>2020</i>
Foster Youth	-20.91	No gap	2018
Students with Disabilities	-4.69	No gap	2018
Males	-4.41	Reduce gap by 50%	2018

ID	Target Group(s)
D.1	Foster Youth
	Students with Disabilities
	Males

Actions to achieve these goals include:

Identify gate keeper courses: Research the college’s certificate and degree sequences to determine which courses impact the continued progress of students through the program of study. Identify what factors in each course or group of courses have the strongest impact on student success or lack of success.

Develop academic sequencing alignment: In cooperation with academic affairs and committees of the college, review course sequencing for certificates and degrees, to ensure availability. Develop stackable local certificates to build into state recognized certificates, and then into degree programs for completion.

Support Learning Communities: Provide support to the Umoja, Puente, First Year Experience, and Pre-law programs to assist with course completion, including the use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

Faculty training/mentoring program: Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
D.1	June 2015 – July 2018	\$67,484	

TRANSFER. The ratio of the number of students by population group who complete a minimum of 12 units and have attempted a transfer level course in mathematics or English, to the number of students in that group who actually transfer after one or more (up to six) years.

<i>Example Group</i>	<i>-4, 2014</i>	<i>No gap</i>	<i>2020</i>
Foster Youth	-32.26	No gap	2018
Students with Disabilities	-20.55	Reduce gap by 50%	2018
Nat. Amer./Pac. Islander	-5.7	Reduce gap by 50%	2018

	Target Group(s)
E.1	Foster Youth
	Students with Disabilities
	Nat. American/Pacific Islanders

Actions to achieve these goals include:

Create networks and pipelines for transfer: Develop stronger program to program relationships with university partners, identifying key contact people for supporting the transfer process, as well as developing transfer agreements.

Increase presence of transfer universities on campus: Bring universities on campus with greater frequency and link university visits to academic program activities, campus events, or target populations identified in the gap analysis.

Promote visits to universities: Have target populations visit regional universities and engage with their population at the university, addressing overcoming barriers to success and modeling further education.

Promote transfer options: Assist students with developing their admission and scholarship applications. Assist students with identifying their transfer university early in their academic career, to ensure enrollment in transferable units. Share personal success stories.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
E.1	June 2015 – July 2020	\$67,484	

ACTIVITIES: F. ACTIVITIES AFFECTING SEVERAL GOALS

- ***Target Student Group(s) and Number of Each Affected*:***

ID	Target Group	# of Students Affected
F.1	African American Students	2583
	Students with Disabilities	511
	Foster Youth	425
	Hispanic or Latino	3565
	Males	5723
	Low Income Students	4118

- ***Activity Implementation Plan***

Early Alert: An early alert program would impact overall course completion, basic skills course completion, degree and certificate completion, and preparation for transfer. As an overall strategy, the program would have an impact on all populations identified in the Student Equity Plan.

Research: Additional surveys, data, or research are components of nearly every response to an identified need. Documentation of the impact, or lack thereof, is needed to determine the best use of resources to address inequities.

Professional development: A base of support and understanding is required for addressing the inequities found in the research. Faculty and staff are not fully aware of the issues regarding our students' success and how they can impact the identified student populations.

Learning Communities Leadership/Equity Oversight: Successful learning communities have been driven by committed individual faculty, absent any institution-wide coordination or support. With coordination, Learning Communities can share resources, activities, transportation, guest speakers, instructional support, and related activities to best serve students who have Equity gaps.

Academic and social support resources: Across the identified populations, students are not as successful, due to a lack of social and academic support resources. By providing information and campus linkages with resources, students are more likely to overcome the barriers affecting their lives, including addressing issues with financial aid, transportation, housing, mental health, and child care, among other factors.

Enrollment management: Course scheduling, including days, rooms, times, and locations have an impact on continued class participation. In addition, course sequencing and stacking certificates toward degrees are curricular challenges the college needs to research and address.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
F.1	June 2015 – July 2020	\$471,119	

College Contact: Gregory S. Brown, Vice President of Student Services, Student Equity Committee Chair, Solano College, 4000 Suisun Valley Road, Fairfield, CA 94534.
Phone: 707-864-7159, E-Fax: 707-646-7702, Email: Gregory.brown@solano.edu

Planning Committee and Collaboration

PLANNING COMMITTEE AND COLLABORATION

With the addition of the two populations, Foster Youth and Veterans, the Institutional Research office was requested to generate a data report to reflect the additional populations to accurately reflect any equity gaps. The committee then met and reviewed the top three equity gaps identified in each area: Access, Course Completion, ESL and Basic Skills Completion, Degree and Certificate Completion, and Transfer. The committee then identified activities to address closing the gaps in each area. Committee members were then given an opportunity to identify the top priority activities for addressing the gaps in each area. The priorities were then included in the responses to the matching gap population and area.

The plan attempts to respond to current efforts to address disenfranchised students, who also are represented in the groups where equity gaps occur. These include students with learning and other disabilities, African American students, foster youth, and other populations identified in the data analysis. The Solano College Academic Senate has had multiple discussions regarding making the college at large aware of the inequities and has addressed their concerns through their appropriate communication channels. The Student Equity Plan and Budget attempts to address some of those concerns, as they coincide with the Equity goals for the college. The college Puente program has historically been a vehicle to ensure Equity gaps were met with the affected populations. This year, a loss of leadership has left the program in limbo. The college is concerned that absent stronger support for the program, Equity gaps will begin to occur. The college has incorporated the Puente program into the Equity plan, to ensure gains made over the years will not be lost. Rather than wait for a problem to arise, the college has chosen to take preventative action through the Student Equity Plan and Budget.

The plan and budget were developed based on the activities and the recent notification of the budget for the year. Some concerns were expressed regarding the delay in receiving the award from the Chancellor's Office and the lack of opportunity to fully engage in the dialogue needed for adequately integrating planning and budgeting. The timeline also had an impact on the collaborative process for reviewing and editing the document. Approval timelines dictated by Brown Act regulations for Academic Senate and Board of Trustees approval prevented a more robust discussion of the plan and budget. As a result, the Chair of the Committee promised to continue meeting with the Student Equity Committee and revise, within the scope of the plan, activities and budget expenditures, to most effectively meet the spirit of both the plan and the process.

Student Equity Plan Committee Membership List

Member Name	Title	Organization(s), Program(s) or Role(s) Represented
Gregory S. Brown	Vice President of Student Services	Administration
Gale Anderson	Admissions & Records	Student Services
Robin Darcangelo	Associate Dean	Financial Aid
LaNae Jaimez	Faculty, Academic Senate VP	Academic Senate
Shemila Johnson	Director, Enrollment Management	Student Services
Amy Kennedy	Veterans Affairs Coordinator	Veterans
Shirley Lewis	Dean, Vallejo Center	Centers
Karen McCord	Faculty	UMOJA Coordinator
Jocelyn Mouton	Dean, Counseling	Counseling
Terri Pearson-Bloom	Faculty	ASC Coordinator
Candace Roe	Counselor	DSP Coordinator
Kamber Sta Marie	Counselor	Foster Youth
Joshua Scott	Faculty	Basic Skills Instruction
Cynthia Simon	EOPS	EOPS
Faraj Al-Badani	ASSC Representative	ASSC

Access

CAMPUS-BASED RESEARCH: ACCESS

C. ACCESS. Compare the percentage of each population group that is enrolled to the percentage of each group in the adult population within the community served.

The tables in the plan present data using “Percentage Point Gap” for assessing disproportionate impact.

Target Population(s)	# of your college’s total enrollment in Fall 2014 – Spring 2015	% of your college’s total enrollment (proportion)	% of adult population within the community served (proportion)	Gain or loss in proportion (Percentage point difference with +/- added)*
<i>Example Group</i>		59%	64%	-6**
American Indian / Alaska Native	180	1.28%	1.30%	-0.02%
Asian	2812	19.93%	15.60%	+4.33%
Black or African American	2583	18.31%	14.80%	+3.51%
Hispanic or Latino	3565	25.27%	21.00%	+4.27%
Native Hawaiian or other Pacific Islander	148	1.05%	1.00%	+0.05%
White	4398	31.17%	39.60%	-8.43%
Some other race	424	3.00%		+3.00%
More than one race			6.70%	-6.70%
Total of 8 cells above (Orange cells should = 100%)	14110	100%	100%	
Males	5723	40.56%	49.70%	-9.14%
Females	8040	56.98%	50.30%	+6.68%
Unknown	347	2.46%		+2.46%
Total of 3 cells above (Orange cells should = 100%)	14110	100%	100%	
Current or former foster youth	425	3.01%	0.06%	+2.95%
Individuals with disabilities	511	3.62%	11.20%	-7.58%
Low-income students	4118	29.18%	12.90%	+16.28%
Veterans	841	5.96%	8.11%	-2.15%

*Calculated by subtracting the % of the adult population within the community served from the % of your college’s total enrollment – paying close attention to the +/- designation. Note: Because it would be confusing for positive values to represent a loss of proportion and negative values to represent a gain in proportion, the worksheet switches the order of the operation. Where the college’s population is lower than the adult population, a negative value will result.

GOALS, ACTIVITIES, FUNDING AND EVALUATION: ACCESS

GOAL A.

The goal is to improve access for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal*	Goal Year
Males	-9.14% 2014	Reduce gap by 50%	2018
White	-8.43% 2014	Reduce gap by 50%	2018
Disabled Students	-7.58% 2014	Reduce gap by 50%	2018

*Expressed as either a percentage or number

**Benchmark goals are to be decided by the institution.

ACTIVITIES: A. ACCESS

A.1

- *Activity Type(s)*

X	Outreach	X	Student Equity Coordination/Planning		Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation		Professional Development		

- *Target Student Group(s) & # of Each Affected**:

ID	Target Group	# of Students Affected
A.1	Males	262
	White	186
A.2	Students with Disabilities	20

- *Activity Implementation Plan*

Focus Delivery of SSSP Services to Target Groups: Campus staff will develop and test new methods of delivering core Student Success and Support Program (SSSP) services—assessment, orientation, student education planning, and follow-up to students in order to increase access.

Increase High School and Community Outreach to Target Groups: Annually, campus staff, including the Student Services Generalists and Student Ambassadors, will work in coordination with our 13 feeder K-12 school districts and counseling staff to conduct visits to local high schools and community fairs/events with specific early outreach to identified

student groups to disseminate materials on enrollment and matriculation requirements, financial aid, support services and provide other relevant matriculation information.

Specific outreach and course scheduling efforts to military base and prison populations: Efforts will include expanded marketing of programs, financial aid services, scholarships, veteran’s benefits, and raising aspiration levels for attending and completing college programs.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
A.1	Fall, 2015 – Spring, 2018	\$10,000	

• **Link to Goal**

These activities address gaps in access, by targeting populations in the gap areas.

• **Evaluation**

Annually, enrollment data will be gathered and compared to prior three years to show trends in enrollment changes. The information will be reviewed annually by the Student Equity Committee for goal revision.

A.2

• **Activity Type(s)**

X	Outreach	X	Student Equity Coordination/Planning		Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

• **Target Student Group(s) & # of Each Affected*:**

ID	Target Group	# of Students Affected
A.2	Students with Disabilities	20

• **Activity Implementation Plan**

Increase High School and Community Outreach to Target Groups: Annually, campus staff, including the Student Services Generalists and Student Ambassadors, will work in coordination with our 13 feeder K-12 school districts and counseling staff to conduct visits to local high schools and community fairs/events with specific early outreach to students with disabilities groups to disseminate materials on enrollment and matriculation requirements, financial aid, support services and provide other relevant matriculation information.

Enhance Services to Students with Disabilities: Initiate a Learning Disabilities program for testing students for LD. Provide appropriate services and equipment in response to the needs identified, and provide support courses/workshops/outreach to students. Market the services to prospective students, including high school and veterans.

ID	Timeline(s)	Student Equity Funds	Other Funds
A.2	June 2015 – July 2018	\$58,889	

- ***Link to Goal***

Prospective students with disabilities will see college as a next choice, if provided with services supporting their needs.

- ***Evaluation***

Annually, enrollment data will be gathered and compared to prior three years to show trends in enrollment changes. The information will be reviewed annually by the Student Equity Committee for goal revision.

Success Indicator: Course Completion

CAMPUS-BASED RESEARCH: COURSE COMPLETION

COURSE COMPLETION. The ratio of the number of credit courses that students, by population group, complete compared to the number of courses in which students in that group are enrolled on the census day of the term. Calculate course completion rates by dividing:

Rate	Denominator	Numerator
Rate of Course Completion	The # of courses students enrolled in and were present in on census day in the base term.	The number of courses out of ← (the denominator) in which students earned an A, B, C, or credit in the goal term.

Target Population(s)	the # of courses students enrolled in & were present in on census day in base year	The # of courses in which students earned an A, B, C, or credit out of ←	The % of courses passed (earned A, B, C, or credit) out of the courses students enrolled in & were present in on census day in base year	Total (all student average) pass rate*	Comparison to the all student average (Percentage point difference with +/- added)*
<i>Example Group</i>	2567	1463	57%	71%	-14**
American Indian / Alaska Native	828	584	70.53%	72.40%	-1.87%
Asian	12421	9471	76.25%	72.40%	3.85%
Black or African American	10774	6523	60.54%	72.40%	-11.86%
Hispanic or Latino	15267	10775	70.58%	72.40%	-1.82%
Native Hawaiian or other Pacific Islander	648	437	67.44%	72.40%	-4.96%
White	17939	13957	77.80%	72.40%	5.40%
Some other race	1521	1168	76.79%	72.40%	4.39%
More than one race				72.40%	
All Students	59398	42915	*72.25%		
Males	24085	17058	70.82%	72.40%	-1.58%
Females	34149	25026	73.28%	72.40%	0.88%
Unknown	1164	831	71.39%	72.40%	-1.01%
Current or former foster youth	1894	1054	55.65%	72.40%	-16.75%
Individuals with disabilities	511	450	88.06%	72.40%	15.66%
Low-income students	4118	3380	82.08%	72.40%	9.68%
Veterans	841	761	90.49%	72.40%	18.09%

*The all student average is proposed as the comparison point for all groups. Therefore, this rate would be written in all of the orange boxes and used to calculate the equity gap for each group (the last column on the right).

**Calculated by subtracting the average rate of courses passed from the student group's rate of courses passed – paying close attention to the +/- designation. Note: Because it would be confusing for positive values to represent a gap and negative

values to represent equal or higher success, the worksheet switches the order of the operation. Where a student group's success rate is lower than the average group's rate, a negative value will result.

****'-14'** is calculated by subtracting 71 (the average student success rate) from 57 (the success rate of the example group). The '-' is added to signify that the example group's success rate is lower than the all student average. A '+' would indicate that a given group has greater success.

		1	2		3	4
Equity Gap	Student Group	Gap in comparison to the Average, Expressed as Percentage	Percentage expressed as decimal 25% becomes .25	Multiply	the # of courses students enrolled in & were present in on census day in base year	= Number of Enrollments "Lost"
---	Example Group	14%	<u>.14</u>	x	2567	= 359
Largest Gap	Current or former foster youth	16.75%	0.168	x	1894	= 317
Second Largest	Black or African American	11.86%	0.119	x	10774	= 1277
Third Largest	Native Hawaiian or other Pacific Islander	4.96%	0.050	x	648	= 32

GOALS, ACTIVITIES, FUNDING AND EVALUATION: COURSE COMPLETION

GOAL B.

The goal is to improve course completion for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal*	Goal Year
<i>Example Group</i>	<i>-14, 2014</i>	<i>Gap no > -6</i>	<i>2020</i>
Foster Youth	-16.75	Reduce by 50%	2017
African American	-11.86	Reduce by 50%	2017
Native Am./Pacific Islander	-4.96	No Gap	2017

*Expressed as either a percentage or number.

**Benchmark goals are to be decided by the institution.

ACTIVITIES: B. COURSE COMPLETION

B.1

- *Activity Type(s)*

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

- *Target Student Group(s) & # of Each Affected**:

ID	Target Group(s)	# of Students Affected
B.1	Foster Youth	79

- *Activity Implementation Plan*

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Research course scheduling: Research the impacts of course availability, delivery, and sequencing and modify offerings to encourage completion to the next course toward program completion. This information will be shared with academic affairs for semester by semester tracking of class capacities and efficiency.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students

with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
B.1	July 2015 – June 2017	\$28,224	

• **Link to Goal**

Early identification and intrusive intervention in a caring manner is expected to aid student course completion.

• **Evaluation**

The college will track the number of students and referrals and track the follow up services delivered and compare the students served with similar students not served and identify course success. Based on the information, revise the program on an annual basis, using the Student Equity Committee to determine direction and priorities.

B.2

• **Activity Type(s)**

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program		Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

• **Target Student Group(s) & # of Each Affected*:**

ID	Target Group	# of Students Affected
B.2	African American students	320

• **Activity Implementation Plan**

Support Learning Communities: Provide support to the Umoja, Puente, First Year Experience, and Pre-law programs to assist with course completion, including the use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Research course scheduling: Research the impacts of course availability, delivery, and sequencing and modify offerings to encourage completion to the next course toward program completion. This information will be shared with academic affairs for semester by semester tracking of class capacities and efficiency.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

Faculty training/mentoring program: Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Timeline(s)	Student Equity Funds	Other Funds
B.2	July 2015 – June 2017	\$96,459	

• **Link to Goal**

By creating an environment of support for success and a sense of community which promotes success, students who have experienced barriers to their success may be able to work through those barriers and complete their courses

• **Evaluation**

Students will be disaggregated from other populations and identified as receiving services and have their course completions compared with similar populations. Comparisons will be made with the prior three year period, performed annually and evaluated by the Student Equity Committee.

B.3

• **Activity Type(s)**

	Outreach	Student Equity Coordination/Planning	Instructional Support Activities
	Student Services or other Categorical Program	Curriculum/Course Development or Adaptation	Direct Student Support
X	Research and Evaluation	Professional Development	

• **Target Student Group(s) & # of Each Affected*:**

ID	Target Group	# of Students Affected
B.3	Native American/Pacific Islander students	8

• **Activity Implementation Plan**

Perform additional research: on the population to determine more specific intervention strategies, or those strategies currently provided with targeting to this population.

ID	Timeline(s)	Student Equity Funds	Other Funds
B.3	July 2015 – June 2017	\$25,062	

• **Link to Goal**

An initial identification of the specific needs of this population will assist with specific responses to meet the equity gap.

- ***Evaluation***

Instrumentation will be developed during the 15-16 academic year, with assessments over each of the next two years, to ensure adequate data exists for determining needs.

Success Indicator: ESL and Basic Skills Completion

CAMPUS-BASED RESEARCH: ESL AND BASIC SKILLS COMPLETION

C. ESL AND BASIC SKILLS COMPLETION. The ratio of the number of students by population group who complete a **degree-applicable course** after having completed the final ESL or basic skills course compared to the number of those students who complete such a final ESL or basic skills course. Calculate progress rates through basic skills by dividing:

Rate	Denominator	Numerator
Rate of ESL and Basic Skills Completion	The # of students who complete a final ESL or basic skills course with an A, B, C or credit in the base year	The # of students out of ← (the denominator) that complete a degree applicable course with an A, B, C, or credit in the goal year

English Basic Skills

Target Population(s)	The # of students who complete a final ESL or basic skills course with an A, B, C or credit	The number of students out of ← (the denominator) that complete a degree applicable course with an A, B, C, or credit	The rate of progress from ESL and Basic Skills to degree-applicable course completion	Total (all student average) completion rate*	Comparison to the all student average (Percentage point difference with +/- added)*
Example Group	1457	247	17%	24%	-7%**
American Indian / Alaska Native	24	13	54.17%	45.95%	8.22%
Asian	206	122	59.22%	45.95%	13.27%
Black or African American	234	75	32.05%	45.95%	-13.90%
Hispanic or Latino	244	116	47.54%	45.95%	1.59%
Native Hawaiian or other Pacific Islander					
White	341	153	44.74%	45.95%	-1.21%
Some other race	110	54	49.09%	45.95%	3.14%
More than one race					
All Students			*		
Males	470	211	44.89%	45.95%	-1.06%
Females	667	310	46.41%	45.95%	0.46%
Unknown	22	12	54.55%	45.95%	8.60%
Current or former foster youth	10	3	30.00%	45.95%	-15.95%
Individuals with disabilities	122	23	18.85%	45.95%	-27.10%
Low-income students	457	222	48.58%	45.95%	2.63%
Veterans	63	36	57.14%	45.95%	11.19%

ESL

Target Population(s)	The # of students who complete a final ESL or basic skills course with an A, B, C or credit	The number of students out of ← (the denominator) that complete a degree applicable course with an A, B, C, or credit	The rate of progress from ESL and Basic Skills to degree-applicable course completion	Total (all student average) completion rate*	Comparison to the all student average (Percentage point difference with +/- added)*
Example Group	1457	247	17%	24%	-7**
American Indian / Alaska Native	8	1	12.50%	11.38%	1.12%
Asian	36	9	25.00%	11.38%	13.62%
Black or African American	3	0	0.00%	11.38%	-11.38%
Hispanic or Latino	55	3	5.45%	11.38%	-5.93%
Native Hawaiian or other Pacific Islander					
White	8	0	0.00%	11.38%	-11.38%
Some other race	13	1	7.69%	11.38%	-3.69%
More than one race					
All Students	123	14	11.38%		
Males	35	5	14.29%	11.38%	2.91%
Females	86	9	10.47%	11.38%	-0.91%
Unknown	2	0	0.00%	11.38%	-11.38%
Current or former foster youth					
Individuals with disabilities	4	0	0	11.38%	-11.38%
Low-income students	33	6	18.18%	11.38%	6.80%
Veterans	1	0	0	11.38%	-11.38%

Math Basic Skills

Target Population(s)	The # of students who complete a final ESL or basic skills course with an A, B, C or credit	The number of students out of ← (the denominator) that complete a degree applicable course with an A, B, C, or credit	The rate of progress from ESL and Basic Skills to degree-applicable course completion	Total (all student average) completion rate*	Comparison to the all student average (Percentage point difference with +/- added)*
Example Group	1457	247	17%	24%	-7%**
American Indian / Alaska Native	25	8	32.00%	31.40%	0.60%
Asian	199	84	42.21%	31.40%	10.81%
Black or African American	251	50	19.92%	31.40%	-11.48%
Hispanic or Latino	219	71	32.42%	31.40%	1.02%
Native Hawaiian or other Pacific Islander					
White	391	127	32.40%	31.40%	1.00%
Some other race	153	49	32.03%	31.40%	0.63%
More than one race					
All Students	1,238	389	31.40%		
Males	513	140	27.29%	31.40%	-4.11%
Females	697	243	34.81%	31.40%	3.41%
Unknown	28	6	21.43%	31.40%	-9.97%
Current or former foster youth	11	1	9.09%	31.40%	-22.31%
Individuals with disabilities	106	19	17.92%	31.40%	-13.48%
Low-income students	457	159	34.79%	31.40%	3.39%
Veterans	87	31	35.63%	31.40%	4.23%

*The all student average is proposed as the comparison point for all groups. Therefore, this rate would be written in all of the orange boxes and used to calculate the equity gap for each group (the last column on the right).

**Calculated by subtracting the average (all student) rate from the student group's rate of progress through ESL and Basic Skills – paying close attention to the +/- designation. Note: Because it would be confusing for positive values to represent a gap and negative values to represent equal or higher success, the worksheet switches the order of the operation. Where a student group's success rate is lower than the average group's rate, a negative value will result.

***'-7' is calculated by subtracting 24 (the average student success rate) from 17 (the success rate of the example group). The '-' is added to signify that the example group's success rate is lower than the all student average. A '+' would indicate that a given group has greater success.

Upon reviewing the data and the small cell sizes in the ESL component, the committee determined that addressing the ESL component at the college in its entirety would be appropriate, rather than identify specific population cell disparity. The overall low completion rate was viewed as a symptom of a larger equity gap, than individual populations. The remaining areas, English Basic Skills and Math Basic Skills shared the same three populations for equity gaps. As a result, the committee viewed the Basic Skills progress again broader than the subject area alone and determined to address the issues in a broader context of equity and success. To address the gap measure below, an average gap in the two subject areas was created and the average number of students impacted in each of the two subject areas was calculated.

		1	2		3	4
Equity Gap	Student Group	Gap in comparison to the Average, Expressed as Percentage %	Percentage expressed as decimal 25% becomes .25	Multiply	The # of students who complete a final ESL or basic skills course with an A, B, C or credit	Number of Students "Lost"
---	Example Group	7%	<u>.07</u>	x	1457	= 101
Largest Gap	Disabled Students	-20.29	.2029	x	114	= 23
Second Largest	Foster Youth	-19.13	.1913	x	11	= 2
Third Largest	African American	-12.69	.1269	x	243	= 31

GOALS, ACTIVITIES, FUNDING AND EVALUATION: ESL AND BASIC SKILLS COURSE COMPLETION

GOAL C.

The goal is to improve ESL and basic skills completion for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal*	Goal Year
<i>Example Group</i>	<i>-7, 2014</i>	<i>No gap</i>	<i>2020</i>
Students with Disabilities	-20.29	50% reduction in gap	2018
Foster Youth	-19.13	No gap	2017
African American	-12.69	50% reduction in gap	2018

*Expressed as either a percentage or number

**Benchmark goals are to be decided by the institution.

ACTIVITIES: C. ESL AND BASIC SKILLS COURSE COMPLETION

C.1

- *Activity Type(s)*

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

- *Target Student Group(s) & # of Each Affected**:

ID	Target Group(s)	# of Students Affected
C.1	Students with Disabilities	24

- *Activity Implementation Plan*

Enhance Services to Students with Disabilities: Initiate a Learning Disabilities program for testing students for LD. Provide appropriate services and equipment in response to the needs identified, and provide support courses/workshops/outreach to students.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Provide instruction/learning support resources: Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion. Use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development to support basic skills success.

Faculty training/mentoring program: Provide training to faculty regarding addressing learning needs with student accommodations. Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
C.1	July 2015 – June 2018	\$39,260	

• **Link to Goal**

Early identification of barriers to success can be met with accommodations and support to develop successful basic skills and build students for successful future course and program completion.

• **Evaluation**

The population will be disaggregated from the other populations and those students who are participating in the identified services will be compared to a similar population of students who were not participating. The data will be gathered annually and reviewed by the Student Equity Committee for plan revision.

C.2

• **Activity Type(s)**

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

• **Target Student Group(s) & # of Each Affected*:**

ID	Target Group	# of Students Affected
C.2	African American students	31

• **Activity Implementation Plan**

Support Learning Communities: Provide support to the Umoja, Puente, First Year Experience, and Pre-law programs to assist with course completion, including the use of academic success coaches,

tutoring, social and academic support services, peer support, role modeling, and community development.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

Faculty training/mentoring program: Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Timeline(s)	Student Equity Funds	Other Funds
C.2	June 2015 – July 2018	\$96,459	

• **Link to Goal**

Early identification of barriers to success can be met with accommodations and support to develop successful basic skills and build students for successful future course and program completion.

• **Evaluation**

Students will be disaggregated from other populations and identified as receiving services and have their course completions compared with similar populations. Comparisons will be made with the prior three year period, performed annually and evaluated by the Student Equity Committee.

C.3

• **Activity Type(s)**

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

• **Target Student Group(s) & # of Each Affected*:**

ID	Target Group(s)	# of Students Affected
C.3	Foster Youth	2

• **Activity Implementation Plan**

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
C.3	July 2015 – June 2017	\$28,224	

• **Link to Goal**

Early identification of barriers to success can be met with accommodations and support to develop successful basic skills and build students for successful future course and program completion.

• **Evaluation**

Students will be disaggregated from other populations and identified as receiving services and have their course completions compared with similar populations. Comparisons will be made with the prior three year period, performed annually and evaluated by the Student Equity Committee.

C.4

Activity Type(s):

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation		Professional Development		

• **Target Student Group(s) & # of Each Affected*:**

ID	Target Group(s)	# of Students Affected
C.4	English as Second Language	123

• **Activity Implementation Plan**

Research the needs of the local ESL population: Conduct survey(s) of the local population to determine education and training needs, including course content, delivery times, days, locations, and staffing.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
C.4	July 2015 – June 2017	\$25,062	

- ***Link to Goal***

The completion rate overall for the group is low and though the college is aware that the ESL population is in our community, we need to identify what and how we deliver our services to achieve a better baseline for closing any gaps.

- ***Evaluation***

Research will be conducted during the 15-16 academic year, with the results shared with the Student Equity Committee for evaluation and response.

Success Indicator: Degree and Certificate Completion

CAMPUS-BASED RESEARCH: DEGREE AND CERTIFICATE COMPLETION

D. DEGREE AND CERTIFICATE COMPLETION. The ratio of the number of students by population group who receive a degree or certificate to the number of students in that group with the same informed matriculation goal as documented in the student educational plan developed with a counselor/advisor. Calculate degree and certificate completion rates by dividing:

Rate	Denominator	Numerator
Degree and Certificate Completion	The # of first-time students who enrolled in the base year and named certificates and degrees as their matriculation goal in their student educational plan or by taking degree or certificate applicable course(s) using the definitions outlined in the Scorecard.	The number of students out of ← (the denominator) that earned a degree or certificate within one or more years, as decided by the college.

Target Population(s)	The # of first-time students who enrolled in the base year with the goal of obtaining a certificate or degree	The number of students out of ← (the denominator) who earned a degree or certificate within one or more years.	The rate of degree and certificate completion	Total (all student average) completion rate*	Comparison to the all student average (Percentage point difference with +/- added)*
<i>Example Group</i>	1947	568	29%	33%	-4**
American Indian / Alaska Native	36	8	22.22%	20.91%	1.31%
Asian	327	88	26.91%	20.91%	6.00%
Black or African American	251	44	17.53%	20.91%	-3.38%
Hispanic or Latino	305	71	23.28%	20.91%	2.37%
Native Hawaiian or other Pacific Islander					
White	532	101	18.98%	20.91%	-1.93%
Some other race	178	31	17.42%	20.91%	-3.49%
More than one race					
All Students	1,670	350	20.91%		
Males	709	117	16.50%	20.91%	-4.41%
Females	896	220	24.55%	20.91%	3.64%
Unknown	26	7	26.92%	20.91%	6.01%
Current or former foster youth	8	0	0.00%	20.91%	-20.91%
Individuals with disabilities	111	18	16.22%	20.91%	-4.69%
Low-income students	583	140	24.01%	20.91%	3.10%
Veterans	149	35	23.49%	20.91%	2.58%

*The all student average is proposed as the comparison point for all groups. Therefore, this rate would be written in all of the orange boxes and used to calculate the equity gap for each group (the last column on the right).

**Calculated by subtracting the average (all student) rate from the student group's rate of degree or certificate completion—paying close attention to the +/- designation. Note: Because it would be confusing for positive values to represent a gap and negative values to represent equal or higher success, the worksheet switches the order of the operation. Where a student group's success rate is lower than the average group's rate, a negative value will result.

***'-4' is calculated by subtracting 29 (the all student average success rate) from 33 (the success rate of the example group). The '-' is added to signify that the example group's success rate is lower than the all student average. A '+' would indicate that a given group has greater success.

		1	2	3	4	
Equity Gap	Student Group	Gap in comparison to the Average, Expressed as Percentage	Percentage expressed as decimal 25% becomes .25	Multiply	The # of first-time students who enrolled in 2011 and named certificates and degrees as their matriculation goal	= Number of Students "Lost"
---	Example Group	7%	<u>.04</u>	x	1947	= 77
Largest Gap	Foster Youth	-20.91	.2091	x	8	= 2
Second Largest	Disabled Students	-4.69	.0469	x	111	= 5
Third Largest	Males	-4.41	<u>.0441</u>	x	709	= 31

GOALS, ACTIVITIES, FUNDING AND EVALUATION: DEGREE AND CERTIFICATE COMPLETION

GOAL D.

The goal is to improve degree and certificate completion for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal*	Goal Year
<i>Example Group</i>	<i>-4, 2014</i>	<i>No gap</i>	<i>2020</i>
Foster Youth	-20.91	No gap	2018
Students with Disabilities	-4.69	No gap	2018
Males	-4.41	Reduce gap by 50%	2018

*Expressed as either a percentage or number

**Benchmark goals are to be decided by the institution.

ACTIVITIES: D. DEGREE AND CERTIFICATE COMPLETION

D.1

- *Activity Type(s)*

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program		Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

- *Target Student Group(s) & # of Each Affected**:

ID	Target Group(s)	# of Students Affected
D.1	Foster Youth	2
	Students with Disabilities	5
	Males	31

- *Activity Implementation Plan*

Identify gate keeper courses: Research the college's certificate and degree sequences to determine which courses impact the continued progress of students through the program of study. Identify what factors in each course or group of courses have the strongest impact on student success or lack of success.

Develop academic sequencing alignment: In cooperation with academic affairs and committees of the college, review course sequencing for certificates and degrees, to ensure availability. Develop stackable local certificates to build into state recognized certificates, and then into degree programs for completion.

Support Learning Communities: Provide support to the Umoja, Puente, First Year Experience, and Pre-law programs to assist with course completion, including the use of academic success coaches, tutoring, social and academic support services, peer support, role modeling, and community development.

Develop an Early Alert program: Identify an Early Alert tracking and intervention software and integrate the system. Provide professional development for faculty and staff to use the system and develop time lines for reporting by instructors and other staff. Develop a broad and deep referral process for appropriate intervention to support student successful behaviors and refer to intrusive interventions for less than successful course completion behaviors. Include direct academic support, including tutoring, counseling, career planning, writing lab, math lab, and learning community involvement.

Provide instruction/learning support resources: Make textbooks available in the libraries at the various sites where courses are delivered, through items on reserve. Provide students with licenses for supplemental instruction resources, including math lab. Provide a laptop computer or Chromebook loan program to support course completion.

Faculty training/mentoring program: Develop faculty mentors to assist with early intervention, referral to support programs and activities, role modeling for success, career information, and personal support for overcoming barriers to successful course completion.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
D.1	June 2015 – July 2018	\$67,484	

- ***Link to Goal***

Efforts build from previous activities for course completion.

- ***Evaluation***

Research outcomes will be shared with the Student Equity Committee for development of further actions during Spring, 2017.

Transfer

CAMPUS-BASED RESEARCH: TRANSFER

E. TRANSFER. The ratio of the number of students by population group who complete a minimum of 12 units and have attempted a transfer level course in mathematics or English, to the number of students in that group who actually transfer after one or more (up to six) years. Calculate transfer rates by dividing:

Rate	Denominator	Numerator
Transfer	The # of students who complete a minimum of 12 units and have attempted a transfer level course in mathematics or English	The number of students out of ← (the denominator) who actually transfer after one or more years.

Target Population(s)	The # of students who complete a minimum of 12 units and have attempted a transfer level course in mathematics or English.	The number of students out of ← (the denominator) who actually transfer after one or more (up to six) years.	The transfer rate	Total (all student average) pass rate*	Comparison to the all student average (Percentage point difference with +/- added)*
<i>Example Group</i>	1947	568	29%	33%	-4**
American Indian / Alaska Native	44	25	55.56%	32.26%	23.30%
Asian	36	17	47.22%	32.26%	14.96%
Black or African American	327	124	37.92%	32.26%	5.66%
Hispanic or Latino	251	72	28.69%	32.26%	-3.57%
Native Hawaiian or other Pacific Islander	305	81	26.56%	32.26%	-5.70%
White					
Some other race	532	172	32.33%	32.26%	0.07%
More than one race					
All Students	1,670	540	32.26%		
Males	709	218	30.75%	32.26%	-1.51%
Females	896	291	32.48%	32.26%	0.22%
Unknown	26	7	26.92%	32.26%	-5.34%
Current or former foster youth	8	0	0.00%	32.26%	-32.26%
Individuals with disabilities	111	13	11.71%	32.26%	-20.55%
Low-income students	583	167	28.64%	32.26%	-3.62%
Veterans	149	52	34.90%	32.26%	2.64%

*The all student average is proposed as the comparison point for all groups. Therefore, this rate would be written in all of the orange boxes and used to calculate the equity gap for each group (the last column on the right).

**Calculated by subtracting the average (all student) rate from the student group's rate of transfer— paying close attention to the +/- designation. Note: Because it would be confusing for positive values to represent a gap and negative values to represent equal or higher success, the worksheet switches the order of the operation. Where a student group's success rate is lower than the average group's rate, a negative value will result.

***'-4' is calculated by subtracting 29 (the all student average success rate) from 33 (the success rate of the example group). The '-' is added to signify that the example group's success rate is lower than the all student average. A '+' would indicate that a given group has greater success.

		1	2		3	4
Equity Gap	Student Group	Gap in comparison to the Average, Expressed as Percentage	Percentage expressed as decimal 25% becomes .25	Multiply	The # of first-time students who enrolled in 2011 and named transfer as their matriculation goal.	= Number of Students "Lost"
---	Example Group	7%	.04	x	1947	= 77
Largest Gap	Foster Youth	-32.26%	.3226	x	8	= 3
Second Largest	Disabled Students	-20.55%	.2055	x	111	= 23
Third Largest	Nat. Am./Pac. Islander	-5.70	.057	x	305	= 17

GOALS, ACTIVITIES, FUNDING AND EVALUATION: TRANSFER

GOAL E.

The goal is to improve transfer for the following target populations identified in the college research as experiencing a disproportionate impact:

Target Population(s)	Current gap, year	Goal*	Goal Year
<i>Example Group</i>	<i>-4, 2014</i>	<i>No gap</i>	<i>2020</i>
Foster Youth	-32.26	No gap	2018
Students with Disabilities	-20.55	Reduce gap by 50%	2018
Nat. Amer./Pac. Islander	-5.7	Reduce gap by 50%	2018

*Expressed as either a percentage or number

**Benchmark goals are to be decided by the institution.

ACTIVITIES: E. TRANSFER

E.1

• **Activity Type(s)**

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

• **Target Student Group(s) & Number of Each Affected*:**

ID	Target Group(s)	# of Students Affected
E.1	Foster Youth	3
	Students with Disabilities	23
	Nat. American/Pacific Islanders	17

• **Activity Implementation Plan**

Create networks and pipelines for transfer: Develop stronger program to program relationships with university partners, identifying key contact people for supporting the transfer process, as well as developing transfer agreements.

Increase presence of transfer universities on campus: Bring universities on campus with greater frequency and link university visits to academic program activities, campus events, or target populations identified in the gap analysis.

Promote visits to universities: Have target populations visit regional universities and engage with their population at the university, addressing overcoming barriers to success and modeling further education. Visits will include out of state Historically Black Colleges and Universities.

Promote transfer options: Assist students with developing their admission and scholarship applications. Assist students with identifying their transfer university early in their academic career, to ensure enrollment in transferable units. Share personal success stories.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
E.1	June 2015 – July 2020	\$67,484	

• **Link to Goal**

The activities promote a more seamless transfer experience for students with perceived barriers to advancing.

• **Evaluation**

Students in the identified populations will be identified during the 15-16 academic year and annually tracked for transfer thru 2020, with the results shared with the Student Equity Committee for review and adjustment of effort.

Other College- or District-wide Initiatives Affecting Several Indicators

GOALS, ACTIVITIES, FUNDING AND EVALUATION: AFFECTING SEVERAL INDICATORS

ACTIVITIES: F. ACTIVITIES AFFECTING SEVERAL GOALS

F.1

- *Indicators/Goals to be affected by the activity*

X	Access	X	Degrees and Certificate Completion
X	Course Completion	X	Transfer
X	ESL and Basic Skills Course Completion		

- *Activity Type(s)*

X	Outreach	X	Student Equity Coordination/Planning	X	Instructional Support Activities
X	Student Services or other Categorical Program	X	Curriculum/Course Development or Adaptation	X	Direct Student Support
X	Research and Evaluation	X	Professional Development		

- *Target Student Group(s) & # of Each Affected*:*

ID	Target Group	# of Students Affected
F.1	African American Students	2583
	Students with Disabilities	511
	Foster Youth	425
	Hispanic or Latino	3565
	Males	5723
	Low Income Students	4118

- *Activity Implementation Plan*

Early Alert: An early alert program would impact overall course completion, basic skills course completion, degree and certificate completion, and preparation for transfer. As an overall strategy, the program would have an impact on all populations identified in the Student Equity Plan.

Research: Additional surveys, data, or research are components of nearly every response to an identified need. Documentation of the impact, or lack thereof, is needed to determine the best use of resources to address inequities.

Professional development: A base of support and understanding is required for addressing the inequities found in the research. Faculty and staff are not fully aware of the issues regarding our students’ success and how they can impact the identified student populations.

Learning Communities Leadership/Equity Oversight: Successful learning communities have been driven by committed individual faculty, absent any institution-wide coordination or support. With coordination, Learning Communities can share resources, activities, transportation, guest speakers, instructional support, and related activities to best serve students who have Equity gaps.

Academic and social support resources: Across the identified populations, students are not as successful, due to a lack of social and academic support resources. By providing information and campus linkages with resources, students are more likely to overcome the barriers affecting their lives, including addressing issues with financial aid, transportation, housing, mental health, and child care, among other factors.

Enrollment management: Course scheduling, including days, rooms, times, and locations have an impact on continued class participation. In addition, course sequencing and stacking certificates toward degrees are curricular challenges the college needs to research and address.

ID	Planned Start and End Date(s)	Student Equity Funds	Other Funds
F.1	June 2015 – July 2020	\$471,119	

- ***Link to Goal***

The activities identified cross over multiple populations and programs and address institutional responses to inequities.

- ***Evaluation***

In July, an annual report of activities and measures from each of the areas will be created and shared with the college community and Board of Trustees.

Summary Evaluation

SUMMARY EVALUATION SCHEDULE AND PROCESS

Evaluation will consist of an annual review cycle involving two components. The first component will be to evaluate the actual results in implementing all proposed activities. The purpose of this evaluation component is to ensure that all aspects of the plan are being implemented. On an annual basis, individuals responsible for each planned activity will submit a report to the Student Equity Coordinator pertaining to activity results, any barriers to carrying out the activities, and a plan to address barriers.

The second part of the evaluation focuses on assessing the student equity gaps of the SEP for the five areas examined. The assessment data will become part of an annual report to the college, allowing the widest dissemination to the campus community and to the public. The Student Equity Committee will review the data, update the Plan, and submit it to the campus community and Board of Trustees for approval annually and/or as needed.

2015-16 Student Equity Plan Summary Budget
Solano CCD
Solano College

Part I: Student Equity Funding

Enter whole numbers only

Total 2015-16 College Student Equity Allocation \$ 1,013,726

If applicable, for Multi-College Districts, Total 2015-16 Student Equity Allocation Reserved at the District Level

Part II: 2015-16 Planned Student Equity Expenditures \$ 1,013,726

Balance 2015-16 College Student Equity Allocation \$ -

2014-15 Student Equity Plan Summary Budget.

Part I: Funding

Specific Entry Instructions

This completed budget worksheet is an attachment to and part of the college Student Equity Plan narrative.

cell:

- F9 Enter your college's 2015-16 Student Equity Allocation. Due to legislative requirements, the CCCCCO only calculates allocations by district. The district determines the amount allocated to each college. Colleges in multi-college districts will need to obtain their *college* allocation from the district office.
- F12 Multi-college districts who choose to conduct and fund student equity related activities at the district level must incorporate a description of those activities in at least one of their colleges' plans, and also include related expenditures in the Summary Budget spreadsheet. If your college is 1) part of a multi-college district, and 2) the district has chosen to conduct and fund equity related activities at the district level, and 3) the district has decided to report those activities and expenditures as part of your college plan, enter the amount of the Student Equity allocation reserved at the District level to be used for those activities. Colleges will need to obtain this information from their district office.
- F14 This cell will populate once the Part II Planned SE Expenditures section has been completed.
- F17 This cell is the sum of: Total 2015-16 Student Equity Allocation plus Allocation Reserved at the District Level minus Part II: Planned SE Expenditures.
 - 0 If all of the college 2015-16 Student Equity funds have been accounted for on this plan, then the balance should be zero.
 - + If the balance is positive, then the planned expenditures do not fully expend the allocation. The college needs to review the planned expenditures and make necessary adjustments. If balance remains positive, then the funds must be returned to the Chancellor's Office.
 - If the balance is negative, then then planned expenditures exceed the allocation available and the college needs to review the planned expenditures and make necessary adjustments. **The Summary Budget cannot be submitted if balance is negative.**

2015-16 Student Equity Plan Summary B
 Solano CCD
 Solano College

Part II: Planned Student Equity (SE) Expenditures

Report planned expenditures of the college Student Equity allocation by object code as defined by the California Community Colleges Budget and Accounting Manual (BAM). Although they appear in the CCC BAM, not all expenditures categories are eligible Student Equity expenditures. Eligible and ineligible expenditures for Student Equity funds are listed below. The Activity ID and the \$ amounts to be reported under the categories: Outreach, Student Services & Categoricals, Research and Evaluation, SE Coordination & Planning, etc. must match the Activity ID and amount(s) reported for that activity in the Student Equity Plan narrative for each success indicator (Access, Course Completion, etc.).

BAM can be found at: <http://extranet.cccco.edu/Divisions/Finance/Facilities/FiscalStandards/BudgetandAccountingManual.aspx>

BAM Codes	Classification	# of Hours	Activity ID	Outreach	Student Services & Categoricals	Research and Evaluation	SE Coordination & Planning	Curriculum/ Course Dev. & Adaptation	Professional Development	Instructional Support	Direct Student Support	Total
1000	Academic Salaries: Position Title(s)	# of Hours										
	Foster Youth Coord./Couns.	0.20		\$ -	\$ 6,012	\$ -	\$ 6,013	\$ -	\$ -	\$ -	\$ -	12,025
	First Year Exp. Coord/Coun	0.40		\$ 3,795	\$ 25,344	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	29,939
	First Year Exp. Faculty	0.40		\$ -	\$ -	\$ -	\$ 24,136	\$ 9,715	\$ 7,000	\$ -	\$ -	40,851
	Umoja Counselor	0.30		\$ -	\$ 18,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	18,570
	Umoja Sum. Bridge Coord.	0.10		\$ -	\$ -	\$ -	\$ 7,713	\$ -	\$ -	\$ -	\$ -	7,713
	Umoja Sum. Bridge Couns.	0.10		\$ -	\$ 2,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,742
	DSPS LD Counselor	1.00		\$ -	\$ 56,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	56,271
	Equity Researcher	0.75		\$ -	\$ -	\$ 53,704	\$ -	\$ -	\$ -	\$ -	\$ -	53,704
	Institution Equity Coord.	0.80		\$ -	\$ -	\$ -	\$ 45,017	\$ -	\$ -	\$ -	\$ -	45,017
	Learn Comm. Coordinator	0.30		\$ -	\$ -	\$ -	\$ 28,554	\$ -	\$ -	\$ -	\$ -	28,554
	Puente Coordinator	0.30		\$ -	\$ 28,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,554
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Subtotal				\$ 3,795	\$ 137,493	\$ 53,704	\$ 111,433	\$ 9,715	\$ 7,800	\$ -	\$ -	\$ 323,940
2000	Classified and Other Nonacademic Salaries: Position Title(s)	# of Hours	Activity ID	Outreach	Student Services & Categoricals	Research and Evaluation	SE Coordination & Planning	Curriculum/ Course Dev. & Adaptation	Professional Development	Instructional Support	Direct Student Support	Total
	Foster Youth Prog. Asst.	0.20		\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,000
	Foster Youth Student Wrkr	1.00		\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,000
	FYE Imbedded Tutor	0.75		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,560	\$ -	10,560
	FYE Supp. Instruction	0.60		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,520	\$ -	11,520
	Umoja Stu. Svc. Assistants	4.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,934	\$ -	65,934
	Umoja Stu. Svc. Assistant	1.00		\$ -	\$ 34,985	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	34,985
	Umoja Mentor/Soc. Worker	0.20		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000	\$ -	16,000
	Umoja Sum. Brg. Inst. Assist.	0.20		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,880	\$ -	11,880
	Umoja Sum. Brg. Off. Assist.	0.15		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,840	\$ -	3,840

Part II: Planned Student Equity (SE) Expenditures

		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Subtotal	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 86,747	\$ 87,847
5000	Other Operating Expenses and Services	Activity ID	Outreach	Student Services & Categoricals	Research and Evaluation	SE Coordination & Planning	Curriculum/Course Dev. & Adaption	Professional Development	Instructional Support	Direct Student Support	Total
	Foster Youth Transportation Assist.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 10,000	10,000
	Foster Youth Emergency Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	10,000
	Foster Youth Printing		\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,000
	Foster Youth Conference Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,750	\$ -	\$ -	13,750
	First Year Exp. Events/Activities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	1,000
	First Year Exp. Transport/Events		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400	1,400
	Puente Activities/Events		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	1,000
	Bus Passes/Gas Cards		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	40,000
	Equity Professional Development		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ -	70,000
	Contracted Social Support Svcs		\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	48,000
	Curriculum Revision/Development		\$ -	\$ -	\$ -	\$ -	\$ 32,087	\$ -	\$ -	\$ -	32,087
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Subtotal		\$ 1,000	\$ 48,000	\$ -	\$ -	\$ 32,087	\$ 83,750	\$ -	\$ 63,400	\$ 228,237
6000	Capital Outlay	Activity ID	Outreach	Student Services & Categoricals	Research and Evaluation	SE Coordination & Planning	Curriculum/Course Dev. & Adaption	Professional Development	Instructional Support	Direct Student Support	Total
	Textbooks on Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	40,000
	Chromebooks on Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	10,000
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
7000	Other Outgo	Activity ID	Outreach	Other Student Services	Research and Evaluation	SE Coordination & Planning	Curriculum/Course Dev. & Adaption	Professional Development	Instructional Support	Direct Student Support	Total
	Emergency Child Care		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	12,000

2015-16 Student Equity Plan Summary B
Solano CCD
Solano College

Part II: Planned Student Equity (SE) Expenditures

		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000
Grand Total											
		\$ 15,295	\$ 306,679	\$ 75,186	\$ 140,862	\$ 41,802	\$ 91,550	\$ 180,205	\$ 162,147	\$ 1,013,726	

**Student Equity Plan 2015-16 Budget
Part II: Planned SE Expenditures
Other Instructions**

A complete list of eligible and ineligible uses of student equity funds is available on the CCCC website at <http://extranet.cccc.edu/Divisions/StudentServices/StudentEquity.aspx>. Funding listed for specific activities in the plan narrative, must also be entered into the Summary Budget spreadsheet. Equity funds are intended to augment programs or services for students. Districts and colleges cannot use equity funds to supplant funding for programs, positions or services funded from another source, prior to the availability of equity funds in the 2014-15 FY. Multi-college districts who choose to conduct and fund student equity related activities at the district level must incorporate a description of those activities in one or several of their college's plans, and also include related expenditures in the Summary Budget spreadsheet for that college or colleges. The spreadsheet has a separate signature page from the narrative that requires the signature of the district chief business officer and the district chancellor or chief executive officer, since districts are the legal fiscal agent for student equity funds.

Eligible expenditures:

1. Targeted outreach to potential student groups and communities identified in the Student Equity Plan as being from disproportionately impacted groups, including targeted publications and outreach materials.
2. Student services and student services categorical programs that directly support improved outcomes on success indicators for target populations prioritized in the Student Equity Plan.
3. Research and evaluation related to improving student equity.
4. Hiring a student equity program coordinator and staff directly supporting and implementing student equity activities.
5. Support for student equity planning processes.
6. Food and beverages for equity-related planning meetings, professional development or student gatherings.
7. Professional development, including funding of consultants to educate faculty and staff on the effects of inequities and strategies to reduce them; methods for detecting and researching inequities and their effects on college programs and local communities; improving the use of data, and effective practices and methods for addressing and improving outcomes for under-served students.
8. Developing or adapting academic or career-related programs, curriculum and courses to improve student equity outcomes.
9. Providing embedded tutoring, counseling support for learning communities, and other instructional support services that do not generate FTES.
10. In-State travel in support of student equity. Out-of-state travel for college employees or students will be considered on a case-by-case basis, with prior approval from the Chancellor's Office.
11. Computers and related peripherals to be used primarily by students, excluding large scale technology projects.
12. Other Direct Student Support including books, miscellaneous supplies and materials for students, student transportation, and child care.

Part II: Planned Student Equity (SE) Expenditures

Ineligible Expenditures:

1. Construction, maintenance or purchase of buildings -- Student Equity funds may not be used for the construction, remodeling, renovation, maintenance or purchase of buildings.
2. Gifts -- Public funds, including Student Equity funds, may not be used for gifts or monetary awards of any kind.
3. Stipends for Students -- Student Equity funds cannot be used to pay stipends to students for participation in student equity activities.
4. Computers and related technology to be used primarily by faculty and staff, office supplies and furniture – Student Equity funds cannot be used for purchasing computers for use by employees, office supplies or furniture (desks, chairs, bookcases, etc.)
5. Other Administrative, Faculty or Staff Salaries and Benefits -- Student Equity funds cannot be used to pay for any staff or administrative overhead costs that do not directly support Student Equity described in the college's approved plan, such as budget office staff, business office staff, etc.
6. Political or Professional Dues, Memberships, or Contributions – Student Equity funds cannot be used for these fees or expenses.
7. Rental of Off-Campus Space -- Student Equity funds may not be to pay for off-campus space.
8. Legal and Audit Expenses -- Student Equity funds may not be used to pay for legal or audit expenses.
9. Indirect Costs -- Student Equity funds may not be used to pay for indirect costs, such as heat, electricity, or janitorial services.
10. Unrelated Travel Costs -- Student Equity funds may not be used for the cost of travel not directly related to Student Equity activities or functions.
11. Vehicles -- Student Equity funds may not be used to purchase or lease vehicles.
12. Clothing -- Student Equity funds may not be used to purchase clothing such as jackets, sweatshirts, tee shirts, or graduation regalia (with the exception of required work uniforms for students).
13. Courses -- Student Equity funds may not be used to pay for the delivery of courses, including tutoring and supplemental instruction that generate FTES.
14. Unrelated Research -- Student Equity funds may not be used for institutional research that is not directly related to evaluating or improving Student Equity outcomes.
15. Supplanting -- Student Equity funds may not be used to supplant general or state categorical (restricted) district funds expended on Student Equity activities prior to the availability of Student Equity funding beginning in FY 2014-15. Any direct student support provided should supplement, not supplant any services provided to students currently participating in college categorical programs and any other federal, state, and county programs.



AGENDA ITEM: 23.(a)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
FIRST READING OF PROPOSED ACADEMIC CALENDARS FOR 2016-2017, 2017-2018 AND 2018-2019

REQUESTED ACTION:
N/A

SUMMARY:
Dr. Leslie Minor, Vice President of Academic Affairs, is presenting to the Governing Board the first reading of the proposed Academic Calendars for 2016-2017, 2017-2018, and 2018-2019. These calendars have been recommended by the Academic Calendar Advisory Committee, and have received the endorsement of the Solano Community College Faculty Association in accordance with the collective bargaining agreement.

STUDENT SUCCESS IMPACT:
Help our students achieve their educational, professional and personal goals

ED CODE: Section 70902(b) (12) BOARD POLICY: 6500 ESTIMATED FISCAL IMPACT: N/A



Solano Community College District Proposed 2016-17 Academic Calendar

SUMMER 2016

JUNE 2016						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

FALL 2016

AUGUST 2016						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SPRING 2017

JANUARY 2017						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

LEGEND

SUMMER 2016	
June 6 – August 4	
Six-week Session -- June 13 – July 21	
Eight-week Session -- June 13 – August 4	
Nine-week Classes -- June 6 – August 4	
FALL 2016	
August 15 – December 18	
Flex Day (Optional)	August 11
Flex Day (Required)	August 12
Flex Day (Optional)	October 11
Finals Week	December 12-18
SPRING 2017	
January 17 – May 25	
Flex Day (Optional)	January 12
Flex Day (Required)	January 13
Flex Days (Optional)	March 14-15
Evening Class Finals Begin	May 18
Finals Week	May 19-25
Commencement May 25, 2017	
Flex Day (Optional)	
Flex Day (Required)	
No Classes	
State Mandated Holiday	
District Holiday	

JULY 2016						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2016						
S	M	T	W	Th	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FEBRUARY 2017						
S	M	T	W	Th	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

AUGUST 2016						
S	M	T	W	Th	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

OCTOBER 2016						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2016						
S	M	T	W	Th	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

APRIL 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY 2017						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2016	16	16	16	16	15	79
Spring 2017	15	16	16	17	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2016	1	1	1	1	1	5
Spring 2017	1	1	1	1	1	5

FLEX DAYS

Fall 2016	3
Spring 2017	4
TOTAL	7

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2016	16	16
Spring 2017	16	16

HOLIDAYS

	State Mandated	Declared by SCCD
Independence Day	July 4 (M)	
Labor Day	September 5 (M)	September 3-4 (S-Su)
Veterans Day	November 11 (F)	
Thanksgiving Day	November 24 (Th)	November 25-27 (F-Su)
Winter Break		December 20 - January 2 (T-M)
Martin Luther King, Jr. Day	January 16 (M)	
Lincoln Day	February 17 (F)	February 18-19 (S-Su)
Washington Day	February 20 (M)	
Spring Break		April 10 (M) - 16 (Su)
Memorial Day	May 29 (M)	



Solano Community College District Proposed 2017-18 Academic Calendar

SUMMER 2017

JUNE 2017						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FALL 2017

AUGUST 2017						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SPRING 2018

JANUARY 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

LEGEND

SUMMER 2017 June 5 – August 3	
Six-week Session --	June 12 – July 20
Eight-week Session --	June 12 – August 3
Nine-week Classes --	June 5 – August 3
FALL 2017 August 14 – December 17	
Flex Day (Optional)	August 10
Flex Day (Required)	August 11
Flex Day (Optional)	October 10
Finals Week	December 11-17
SPRING 2018 January 17 – May 24	
Flex Day (Optional)	January 11
Flex Day (Required)	January 12
Flex Days (Optional)	March 13-14
Evening Class Finals Begin	May 17
Finals Week	May 18-24
Commencement	May 24, 2018
Flex Day (Optional)	
Flex Day (Required)	
No Classes	
State Mandated Holiday	
District Holiday	

JULY 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2017						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

AUGUST 2017						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER 2017						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH 2018						
S	M	T	W	Th	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2017						
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APRIL 2018						
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29	30					

DECEMBER 2017						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2018						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2017	16	16	16	16	15	79
Spring 2018	15	16	16	17	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2017	1	1	1	1	1	5
Spring 2018	1	1	1	1	1	5

FLEX DAYS

Fall 2017	3
Spring 2018	4
TOTAL	7

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2017	16	16
Spring 2018	16	16

HOLIDAYS	State Mandated	Declared by SCCD
Independence Day	July 4 (T)	
Labor Day	September 4 (M)	September 2-3 (S-Su)
Veterans Day	November 10 (F)	
Thanksgiving Day	November 23 (Th)	November 24-26 (F-Su)
Winter Break		December 20 – January 2 (W-T)
Martin Luther King, Jr. Day	January 15 (M)	
Lincoln Day	February 16 (F)	February 17-18 (S-Su)
Washington Day	February 19 (M)	
Spring Break		April 2 (M) – 8 (Su)
Memorial Day	May 28 (M)	



Solano Community College District Proposed 2018-19 Academic Calendar

SUMMER 2018

JUNE 2018						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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JULY 2018						
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AUGUST 2018						
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26	27	28	29	30	31	

FALL 2018

AUGUST 2018						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
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SEPTEMBER 2018						
S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER 2018						
S	M	T	W	Th	F	S
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DECEMBER 2018						
S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
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30	31					

SPRING 2019

JANUARY 2019						
S	M	T	W	Th	F	S
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27	28	29	30	31		

FEBRUARY 2019						
S	M	T	W	Th	F	S
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24	25	26	27	28		

MARCH 2019						
S	M	T	W	Th	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

LEGEND

SUMMER 2018	
June 4 – August 2	
Six-week Session -- June 11 – July 19	
Eight-week Session -- June 11 – August 2	
Nine-week Classes -- June 4 – August 2	
FALL 2018	
August 13 – December 16	
Flex Day (Optional)	August 9
Flex Day (Required)	August 10
Flex Day (Optional)	October 9
Finals Week	December 10-16
SPRING 2019	
January 15 – May 23	
Flex Day (Optional)	January 10
Flex Day (Required)	January 11
Flex Days (Optional)	March 12-13
Evening Class Finals Begin	May 16
Finals Week	May 17-23
Commencement May 23, 2019	
Flex Day (Optional)	
Flex Day (Required)	
No Classes	
State Mandated Holiday	
District Holiday	

NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2018	15	16	16	16	16	79
Spring 2019	15	16	16	17	15	79

FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2018	1	1	1	1	1	5
Spring 2019	1	1	1	1	1	5

FLEX DAYS

Fall 2018	3
Spring 2019	4
TOTAL	7

WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2018	16	16
Spring 2019	16	16

HOLIDAYS

	State Mandated	Declared by SCCD
Independence Day	July 4 (W)	
Labor Day	September 3 (M)	September 1-2 (S-Su)
Veterans Day (observance)	November 12 (M)	
Thanksgiving Day	November 22 (Th)	November 23-25 (F-Su)
Winter Break		December 20 – January 2 (Th-W)
Martin Luther King, Jr. Day	January 21 (M)	
Lincoln Day	February 15 (F)	February 16-17 (S-Su)
Washington Day	February 18 (M)	
Spring Break		April 15 (M) – 21 (Su)
Memorial Day	May 27 (M)	



AGENDA ITEM: 23.(b)
MEETING DATE: December 16, 2015

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

TO:

MEMBERS OF THE GOVERNING BOARD

SUBJECT:

DISTRICT FURNITURE, FIXTURES & EQUIPMENT STANDARDS UPDATE

REQUESTED ACTION:

N/A

SUMMARY:

The goal of this information item is to present the Board with the final draft of the Program Level Furniture Fixtures and Equipment (FF&E) Guidelines for External Design Consultants for review and consideration. This document was developed by Dovetail, working with the District's Furniture, Fixtures, and Equipment Committee over the last year. It has been approved by the Committee. The document, composed of (1) Interior Space Design Guidelines and (2) Furniture Standards, will be brought back to the Board for approval as District Standards at the January 20, 2016 Board meeting.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals
Preparation for renovation of existing instructional spaces.

ED CODE: BOARD POLICY: ESTIMATED FISCAL IMPACT: N/A



AGENDA ITEM: 23.(c)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
HORTICULTURE SITE PROJECT UPDATE

REQUESTED ACTION:
N/A

SUMMARY:
The goal of this information item is to present an update to the Board on the status of planned improvements for the Horticulture site. Phase 1 improvements include several new buildings (storage, greenhouse, restrooms, and a farmer's market structure) along with improvements to the site including a new community garden, an adaptive gardening area, a sustainable agriculture area, and an orchard.

STUDENT SUCCESS IMPACT:
Preparation for renovation of existing instructional spaces

ED CODE: **BOARD POLICY:** **ESTIMATED FISCAL IMPACT:** N/A



AGENDA ITEM: 23.(d)
MEETING DATE: December 16, 2015

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

TO:
MEMBERS OF THE GOVERNING BOARD

SUBJECT:
PROCEDURE UPDATE - BOARD POLICY 1019 CONFLICT OF INTEREST CODE

REQUESTED ACTION:

SUMMARY:
Superintendent/President presents the following procedure update to Board Policy 1019 Conflict of Interest for informational purposes only. The update is to Appendix A Designated Positions that reflects current position titles for Solano Community College District and additional positions that conform to disclosure requirements.

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

ED CODE: **BOARD POLICY:** **ESTIMATED FISCAL IMPACT:**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

CONFLICT-OF-INTEREST CODE

1019

Procedure

The Political Reform Act (Governing Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a stand conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Solano Community College District (District)**.

Individuals holding designated positions shall file their statements of economic interests with the **District**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008) All statements will be retained by the **District**.

**CONFLICT-OF-INTEREST CODE FOR THE
SOLANO COMMUNITY COLLEGE DISTRICT**

**APPENDIX A
DESIGNATED POSITIONS**

Designated Positions	Disclosure Categories
Governing Board Members	1
Superintendent President	1
Vice President, Finance and Administration	1
Vice President, Academic Affairs	2
Vice President, Student Services	2
Associate Vice President, Human Resources	2
Executive Bonds Manager	2
Executive Vice President, Academic and Student Affairs	2
Chief Information Systems Technology Officer	2
Executive Director, Institutional Advancement	2
Director, Admissions and Records and Registration	2
Director, Enrollment Services	2
Director Associate Dean, Students , Financial Aid, EOPS/CARE & Veterans	2
Director, Facilities	2
Director, Fiscal Services	2
Director, Human Resources	2
Director, Small Business Development Center Sector Navigator	2
Director, Student Development Life	2
Director, Technology Services and Support	2
Director Associate Dean , Workforce Development, Contract Education/Small Business Development Center	2
Dean, Counseling and Special Services	2
Dean, School of Human Performance and Development Health Sciences	2
Dean, Social and Behavioral Sciences	2
Dean, School of Applied Technology and Business	2
Dean, School of Math and Sciences	2
Dean, School of Liberal Arts	2
Dean, Vacaville Center	2
Dean, Vallejo Center	2
Manager Director , Technology Services and Support	2
Managing Director of Theater Operations	2
Staff Diversity Coordinator	2
Athletic Director	2
Consultant/New Position	*

*Consultants and New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Superintendent President may determine in writing that a particular

consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent President's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

**CONFLICT-OF-INTEREST CODE FOR THE
SOLANO COMMUNITY COLLEGE DISTRICT**

**APPENDIX B
DISCLOSURE CATEGORIES**

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within two miles of the boundaries of the District.
- b. Investments in, income, including gifts, loans, and travel payments, from, and business positions in, any business entity of the type that engages in the acquisition or disposal of real property or are engaged in building construction or design.
- c. Investments in, income, including gifts, loans, and travel payments, from, and business positions in, any business entity of the type that engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment utilized by the District.
- d. Investments in, income, including gifts, loans, and travel payments, from, and business positions in, entities of the type that are contractors engaged in the performance of work or services of the type utilized by the District.

Category 2

Designated positions assigned to this category must report:

Investments in, income (including gifts, loans, and travel payments) from, and business positions in any business entity of the type that engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment or contracts in the type of work or services utilized by the Department for which the designated position is manager or director.

This is the last page of the conflict-of-interest code of the **Solano Community College District**.



CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict-of-interest code for the **Solano Community College District** was approved on December 20, 2011. This code will become effective on January 19, 2012 _____ 1

A handwritten signature in black ink, appearing to read "Zackery P. Morazzini", written over a horizontal line.

Zackery P. Morazzini

General Counsel

Fair Political Practices Commission

By:

William J. Lenkeit

Senior Counsel, Legal Division

Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.

§18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or focal laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, *et seq.*

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind

described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. ²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investments and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8)) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1 Prohibition on Receipt of Gifts in Excess of \$360.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$360 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her

election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (8), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action.

Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or

on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$360 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any

formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 -91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

NOTE: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300 87302, 89501, 89502 and 89503, Government Code.

History

1. New section filed 4-2-80 as an emergency; effective upon filing. Certificate of Compliance included.
2. Amendment of subsection (b) filed 1-9-81; effective 30 days thereafter.
3. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective 30 days thereafter.
4. Amendment of subsection (b)(7)(A) filed 11-10-83; effective 30 days thereafter.
5. Amendment filed 4-13-87; effective 5-13-87.
6. Amendment of subsection (b) filed 10-21-88; effective 11-20-88.
7. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; effective 9-27-90.
8. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of NOTE filed 8-7-92; effective 9-7-92.
9. Amendment filed 2-4-93; effective upon filing.
10. Change without regulatory effect adopting COIC for California Mental Health Planning Council filed 11-22-93. Approved by FPPC 9-21-93.
11. Change without regulatory effect redesignating COIC for California Mental Health Planning Council filed 1-4-94.
12. Amendment filed and effective 3-14-95.
13. Amendment filed and effective 10-23-96.
14. Amendment filed and effective 4-9-97.
15. Amendment filed and effective 8-24-98.
16. Amendment filed and effective 5-11-99.
17. Amendment filed 12-6-2000; effective 1-1-2001.
18. Amendment filed 1-10-2001; effective 2-1-2001.
19. Amendment filed and effective 2-13-2001.
20. Amendment filed 1-16-03; effective 1-01-03.
21. Amendment filed and effective 01-01-05.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

²See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.