

# Solano SBDC

Breaking Down Barriers and Achieving Economic Impact



Goals

Dreams

Financial  
Security

Wealth

Legacy

Success





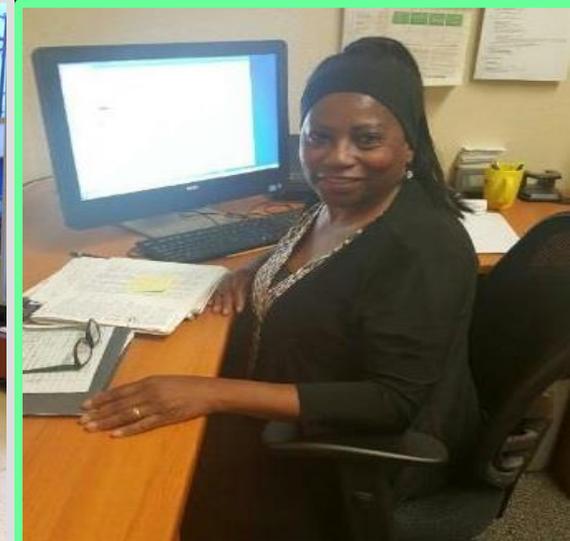
## Strategic Goals Achieved:

- ✓ Empower all Solano residents through our services
- ✓ Increase accessibility for students
- ✓ Explore experiential learning opportunities
- <sup>-3-</sup> ✓ Share mission, milestones, and outcomes with transparency



- ✓ Develop Authentic relationships with likeminded partners who represent the diverse make-up of Solano County
- ✓ Increase connectivity the military
- ✓ Broker relationships for youth entrepreneurship programs







# Strategic Mission

Goal One



Collaborate with Chuck Eason on MakerSpace efforts ; further seek programs and opportunities that directly benefit SCC students

Goal Two



Increase the number of start-up contests that result in multiple business launches

# Strategic Mission

Goal Three



Focus on niche areas where we can evoke the biggest impact such as the Farmbudsman program

Goal Four



Further reduce costs, increase efficiency, and develop services for diverse clients through the use of technology

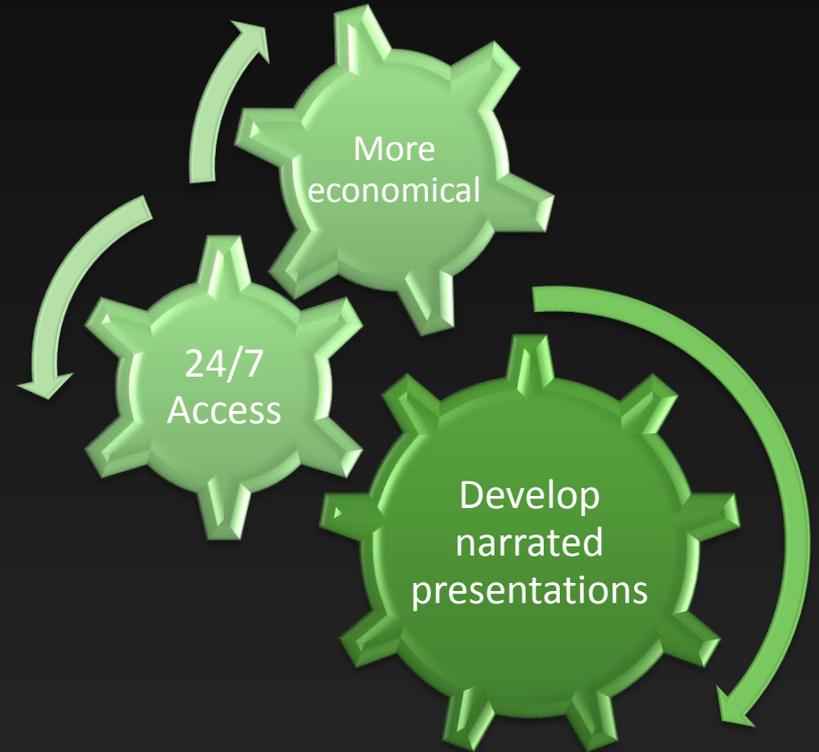
## Most of our Clients Have Similar Hurdles

Working adults who are challenged by getting to class at 6:00 p.m.

Many speak another primary language besides English

A need to watch a presentation several times to master the content

## **By Developing Trainings and Pre-Recorded Presentations**



# Questions? More Information?



**Humberto Lupi**

**humberto@gembaqc.com**

**Kelly Penwell**

**kpenwell@Solano.edu**

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

**EMPLOYMENT 2015-2016**

**Revised Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Rachel Smith	Interim Dean, Liberal Arts	06/08/16 – 08/01/16

**Out of Class**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Bernardita Dagcuta	Senior Accountant	06/16/16 – 06/30/16	\$336.27 Total
Beverly Sloley	Accounting Manager	06/16/16 – 06/30/16	\$267.39 Total

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sean Carney	Coordinator- Academic Success	General Fund	06/01/16 – 06/30/16	\$66.67 hr.

**Mary Jones**  
Human Resources

July 8, 2016

**Date Submitted**

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

July 8, 2016

**Date Approved**

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Nathan Connolly	Basic Skills Professional Development	Basic Skills Student Outcomes Transformation Grant/Equity	05/31/16 – 06/30/16	\$60.69 hr.
Carlene Coury	Basic Skills Professional Development	Basic Skills Student Outcomes Transformation Grant/Equity	05/31/16 – 06/30/16	\$60.69 hr.
Mary Gumlia	Assistant Coordinator- Academic Success	General Fund	06/01/16 – 06/30/16	\$69.05 hr.
Renee Hamlin	Instructional Assistant-Academic Success	General Fund	06/13/16 – 06/30/16	\$15.88 hr.
Barbara Hernandez	Basic Skills Professional Development	Basic Skills Student Outcomes Transformation Grant/Equity	05/31/16 – 06/30/16	\$60.69 hr.
Priscilla Jones- Foster	CalWORKs Counselor	TANF/CalWORKS	05/18/16 – 06/30/16	\$69.05 hr.
Glenn Keyser	Basic Skills Professional Development	Basic Skills Student Outcomes Transformation Grant	05/31/16 – 06/30/16	\$71.72 hr.
Renee Moore	Assistant Coordinator- Academic Success	General Fund	06/01/16 – 06/30/16	\$71.72 hr.
Robert Payawal	Instructional Assistant-Academic Success	General Fund	06/13/16 – 06/30/16	\$15.88 hr.
Terri Pearson- Bloom	Assistant Coordinator- Academic Success	General Fund	06/01/16 – 06/30/16	\$69.05 hr.
Melissa Reeve	Accreditation Editor	General Fund	06/02/16 – 06/30/16	\$62.64 hr.
Dyan Smith	Early Learning Center Assistant	CSPP	05/02/16 – 06/30/16	\$18.10 hr.

**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
James Franceschi	Journey Level Assistant for Safety Supervision for Fire Academy	05/11/16 – 06/30/16	\$25.00 hr.

**Professional Experts (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Colin J. Banks	Journey Level Assistant for Safety Supervision for Fire Academy	05/11/16 – 06/30/16	\$25.00 hr.
Randy Shafer	Journey Level Assistant for Safety Supervision for Fire Academy	05/11/16 – 06/30/16	\$25.00 hr.

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Jose Ballesteros	Director, MESA & High School Programs	06/30/2016
David Reese	Custodian	06/16/2016

**REVISED RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Shemila Johnson	Director of Enrollment Services	06/30/2016

**EMPLOYMENT 2016-2017**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Joyce Averett	FT Nursing Instructor (Tenure Track)	08/11/16
Erica Beam	Accounting Full-time Instructor (Tenure Track) FT0012	08/11/16
Elizabeth Freed	FT Nursing Instructor (Tenure Track)	08/11/16
Lee Kaplan	English Full-time Instructor (Tenure Track) FT0197	08/11/16
Anne Niffenegger	FT Nursing Instructor (Tenure Track)	08/11/16
Purnur Ozbirinci	FT English, Temporary (08/11/16 – 05/25/17)	08/11/16

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Salvatore Abbate	Student Services Generalist (Range 13, Step 4) to Administrative Assistant IV (Range 14, Step 6)	07/01/16

**Out of Class**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Gale Anderson	Supervisor, Records & Registration	07/01/16 – 08/31/16	\$1,149.18/month \$2,298.36 Total
Bernardita Dagcuta	Senior Accountant	07/01/16 – 10/31/16	\$672.52/month \$2,690.08 Total
Beverly Sloley	Accounting Manager	07/01/16 – 10/31/16	\$804.12/month \$3,483.87 Total

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Tatum Bales	Assistant Coach- Volleyball	District Volleyball and Volleyball Trust	07/21/16 – 12/31/16	\$16.66 hr.
Justin Balsey	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Shawn Carney	Coordinator- Academic Success	General Fund	07/01/16 – 08/05/16	\$66.67 hr.
Jimmie Collier	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Shelby Davis	Athletic Academic Instructional Lab Assistant	Equity	08/11/16 – 12/31/16	\$15.21 hr.
Yvonne Dillard	Early Learning Center Specialist	CSPP	07/01/16 – 06/30/17	\$17.33 hr.
Taylor Steven Ercole	Custodian	General Fund	07/21/16 – 06/30/17	\$13.62 hr.
Allen Fleming	Student Services Assistant II	TRIO SSS STEM	07/01/16 – 05/31/17	\$16.56 hr.
Arthur Garcia	Grounds Maintenance Technician	General Fund	07/21/16 – 09/20/16	\$13.62 hr.
Justin Goodwin	Assistant Coach- Men's Basketball	District-Men's Basketball	08/11/16 – 03/12/17	\$16.66 hr.
Mary Gumlia	Assistant Coordinator- Academic Success	General Fund	07/01/16 – 08/05/16	\$69.05 hr.
Renee Hamlin	Instructional Assistant-Academic Success	General Fund	07/01/16 – 08/05/16	\$15.88 hr.
Brian Houle	Assistant Coach- Baseball	District-Baseball	08/01/16 – 06/01/17	\$16.66 hr.

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Amani Howell-Jennings	Student Services Assistant II	TRIO SSS STEM	07/01/16 – 05/31/17	\$16.56 hr.
Tham Hua	Research Analyst	Basic Skills Student Outcomes Transformation Grant	07/01/16 – 09/09/16	\$18.10 hr.
Puja Kohli	Early Learning Center Assistant	CSPP	07/01/16 – 06/30/17	\$16.56 hr.
Brianna Krystek	Assistant Coach-Volleyball Summer Camps	Volleyball Trust	07/21/16 – 09/10/16	\$16.66 hr.
Ziffuel Lewis	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Justin Lomas	Assistant Coach-M/W Swimming	District-Swim	08/11/16 – 05/21/17	\$16.66 hr.
Clitdell Long	Administrative Assistant IV	General Fund	07/21/16 – 09/16/16	\$18.90 hr.
Alyssa McDermott	Assistant Coach-Volleyball	Volleyball Trust	07/21/16 – 12/31/16	\$16.66 hr.
Renee Moore	Assistant Coordinator-Academic Success	General Fund	07/01/16 – 08/05/16	\$71.72 hr.
Ashley Morton	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Hoi Nguyen	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Susan Nygard	Athletic Academic Instructional Lab Assistant	Equity	08/11/16 – 12/31/16	\$15.21 hr.
Jhanaly Bonifacio Ortega	Office Assistant-Superintendent-President Office	General Fund	07/01/16 – 08/31/16	\$11.60 hr.
Robert Payawal	Instructional Assistant-Academic Success	General Fund	07/01/16 – 08/05/16	\$15.88 hr.
Terri Pearson-Bloom	Assistant Coordinator-Academic Success	General Fund	07/01/16 – 08/31/16	\$69.05 hr.
Sarah Ramsey	Early Learning Center Assistant	CSPP	07/01/16 – 06/30/17	\$16.56 hr.
Melissa Reeve	Accreditation Editor	General Fund	07/01/16 – 08/10/16	\$62.64 hr.
Daniel Romero	Assistant Athletic Trainer	Intercollegiate Athletics	08/01/16 – 06/30/17	\$18.50 hr.

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Daniel Romero	Athletic Academic Instructional Lab Assistant	Equity	08/11/16 – 12/31/16	\$15.21 hr.
Herman Porter	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Genele Rhoads	NSF 2+1 STEM Scholar P.I.-Math	NSF 2+1 STEM Scholar Program	07/01/16 – 06/30/17	\$69.05 hr.
Tyren Sillanpaa	Assistant Coach-Baseball	District-Baseball	08/01/16 – 06/01/17	\$16.66 hr.
Michael Silvernail	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.
Dyan Smith	Early Learning Center Assistant	CSPP	07/01/16 – 06/30/17	\$18.10 hr.
Zachary Sullivan	Assistant Coach-Women's Soccer	Soccer Trust	07/21/16 – 12/31/16	\$16.66 hr.
Marlon Tabajonda	Student Services Generalist	Special Reallocation-Student Equity	07/21/16 – 06/30/17	\$16.56 hr.
Stephen Watkins	Accreditation Standards Chair	General Fund	07/01/16 – 06/30/17	\$63.25 hr.
Katrina Wauer	Office Assistant	EOPS Program	07/25/16 – 06/30/17	\$11.60 hr.
Andrew Wesley	Academic Senate Adjunct	General Fund	07/01/16 – 06/30/17	\$69.50 hr.
Kaitlin Williams	Assistant Coach-Volleyball Summer Camps	Volleyball Trust	07/21/16 – 09/10/16	\$16.66 hr.
Keith Willmschen	Custodian	General Fund	07/01/16 – 06/30/17	\$13.62 hr.

**Released Time**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>% Released Time</u></b>	<b><u>Dates</u></b>
Tasha Smith	Umoja Scholars Program Coordinator	30%	07/21/16 – 06/30/17

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Glenda Santos	Payroll Analyst Lead	07/11/2016

**RESCIND REQUEST FOR REDUCED WORKLOAD**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Rescinded Reduction</u></b>
Brenda Tucker	Counselor	20% Reduction

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Assignment</u></b>
Jessica Rugh Dautz	Workforce Development	Office Assistant

**Adjunct Faculty List 2016 Summer Session**

ADJUNCT FACULTY LIST  
2016 Summer Session

FACULTY	COURSE
Adams, Dorene L	NURS
Aguayo Vazquez, Jennifer	MATH
Allen, Matthew Dale	MATH
Almeida, Joseph	MATH
Alvarado, Thea S	SOCS
Anderson, Isabel M	ENGL
Anderson, Kevin L	CISO
Anderson, Kristen	CINA
Arce, Michelle	HIST
Arnaiz, Damian O	CHEM
Asemota, Victor O	CHEM
Avelar, Netzahuacotl	SOCS
Averett, Joyce E	NURS
Ayala, Anthony P	CDFS
Beckham, Shannon	ACCT
Bennett-Cauchon, Benjamin	MATH
Bernacchi, Anthony N	COMM
Berrett, Mark W	CISO
Berryhill, Katie J	ASTR
Borchert, Matthew J	KINE
Bourdon, Ingeborg A	NUTR
Brewer, Kevin	MATH
Brightwell, Starcha Cook	ACCT
Brown, Curtiss R	KINE
Brunner, Theresa Lynn	ARTO
Bundenthal, Thomas	PLSC
Butler, Rebecca J	ACCT
Cain, Ginger L	HEDO
Cain, Peter	BUSO
Calef, Daniel F	CHEM

FACULTY	COURSE
Callison, Kathleen J	CISO
Campbell, Jody L	SOCO
Cardinal, Jeffrey S	KINE
Carney, Shawn M	TUTR
Cary, Adrienne	CISO
Chen, Zhen	CISO
Cobene, Harold L	ENGL
Conrad, Joseph F	MATH
Conrad, Kathleen M	CHEM
Crandall-Bear, Dale	HIST
Croom, Troy	ENGL
de La OSalas, Maria R	SPAN
Decker, Noah P	BIOO
Diehl, Sandra	HORT
DoAmor, Sisleide Lima	KINE
Duane, Erin E	L400
Dudman, Matthew	BUSO
East, Evangeline	COMM
Engelbrecht, Arthur J	ENGL
Erbe, Kevin	COMM
Eskandari, Vahid	CHEM
Esteve, Carlos M	MATH
Farahnak, Fereydoon	BIOO
Federle, Steven J	ENGL
Feighner, Mark A	GEOL
Fink, Mark A	LR01
Fioritto, Christopher J	MATH
Fuller, Ruth	L400
Garnier, Michael J	BUSO
Gerhart, Karen L	BIOO

ADJUNCT FACULTY LIST  
2016 Summer Session

FACULTY	COURSE
Grant, Patrick G	CHEM
Gregory, Sean A	MATH
Grube, Thomas E	MATH
Gumlia, Mary J	COUN
Gunby, Melissa S	ENGL
Guyer, Rodney L	ART0
Hannigan, Bessie	NURS
Harris, Jon	KINE
Hassett, Susan J	FIRE
Hawkes, Wayne Chris	CHEM
Hefner-Gravink, Ann L	BIO1
Higashi, John M	CHEM
Jian, Alan S	LAB3
Johnson, Tonmar	SOC0
Johnson, Tracey F	MATH
Jones, Michieal L	MATH
Jourgensen, Cynthia L	DRFT
Kargbo, Myra L	NURS
Keyser, Glenn J	ENGL
Kielwasser, Alfred P	CINA
Kim, Thomas H	MATH
Kirkbride, Corrine R	LAB3
Kissinger, Jeffrey L	IT11
Knight, Jacob	ENGL
Kolbe, Kevin T	CJ00
Lake, David Allen	WELD
Lamons-Raiford, Michele R	ENGL
Lantzy, Henry V	MATH
Le, Jessica	OT10
Leigh, Devin T	HIST

FACULTY	COURSE
Lombard, Robert M	MATH
Long, James H	BIO0
Luce, Katherine V	L400
Lumanglas, Cris	MATH
Macalino, Marivic	NURS
Macmullen, James T	PHYS
Maghoney, Laura	ECON
Mahmood, Khalid	MATH
Marks, Kevin W	KINE
Marshall, Ricky E	ATEC
Martinelli, Willie J	LAB3
Matthews, Shaw H	MATH
Mazak, Scott	CINA
McBride, Christopher M	ENGL
McCarthy, Jeanette E	CISO
McLean, Matt	MUSC
Medina, Micaela	NURS
Mikolajcik, Walter	MUSC
Modrich, Michael A	NURS
Montanez, Robert L	CHEM
Moore, Rennee A	BIO0
Moore, Sandra Alena	SOC0
Mostafa, Nazia	COUN
Muick, Pamela C	BIO0
Nagle, John J	KINE
Nelson, Frances J	L400
Nordin, Sarah P	CJ00
Nosce, Lily B	BIO0
Ogden, Carl H	BUS0
Ozbirinci, Purnur G	ENGL

ADJUNCT FACULTY LIST  
2016 Summer Session

FACULTY	COURSE
Padilla, Lindsay M	SOCO
Paeng, Seong J	SPAN
Parrish, Scott L	KINE
Pearson-Bloom, Theresa L	HEDO
Pelletti, Michael A	PHIL
Perez, John D	COMM
Perrone, Nickolas M	HIST
Perry, Jason	ARTO
Petero, Ana P	COMM
Pfitzner, Markus T	PHOT
Podkolzina, Svetlana	MATH
Poff, Greg B	COMM
Powell, Joel J	PLSC
Prime, Lynn F	L400
Purdie, Rachel	HIST
Pyle, David B	PLSC
Redeaux, Zenobia Ann	ENGL
Reeves, George	ATEC
Reilly, Michael	MUSC
Riddell, Bruce A	BIOO
Robertson, Randall J	MATH
Romero, Daniel Isiah	KINE
Rubenstein, Abigail J	ARTO
Rutaganira, Thomas F	MATH
Ryer, Kerri A	PLSC
Schneider, Tracy L	ENGL
Scolari, Jennifer F	L400
Sengmany, Kheck	MATH
Sheehan, Pamela R	MATH
Shimabuku, Ashley	MATH

FACULTY	COURSE
Shubrook, Samantha	ENGL
Slaton, La Vonne D	BUS1
Smith, Jennifer L	MATH
Smith, Lani P	L400
Smith, Randy W	ASTR
Smith, Sheila C	CDFS
Soria Martin, Domingo G	MATH
Spindt, Carla M	THEA
Stover, Scott E	KINE
Strickland, Joanne L	CISO
Struntz, Wolfgang D	COUN
Subramanian, Mani N	CHEM
Sullivan, Zachary	KINE
Sytsma, Robin L	BIO1
Taylor-Hill, Lauren M	ANTH
Thomas, Lia S	L400
Tolliver, Ella M	SOCS
Turney, Nicholas S	COMM
Urrutia, John T	CISO
Valch, Mary A	LAB3
Van Veen, Vincent	PSYC
Villatoro, Barbara R	MATH
Wadenius, Adam P	CINA
Watson, Michael A	MATH
Wei, Qiang	CHEM
Wesley, Andrew M	MUSC
Widemann, Danielle C	GEOG
Wiggins, Larisa	BIOO
Williams, Darla R	HEDO
Woichik, Patricia	HIST

ADJUNCT FACULTY LIST  
2016 Summer Session

FACULTY	COURSE
Wright, Richard A	ENGL
Wylie, Earl T	CISO
Yandulov, Dmitry V	CHEM
Young, Cicely	ENGL
Young, Jeffrey Guy	COUN

FACULTY	COURSE
Young, Maria Cristina	BIO1
Yumae, Teresa M	MUSC
Zimmerman, John E	EMT1
Zitko, Peter A	PLSC
Zuniga, James J	EMT1

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

**TO: Members of the Governing Board**  
**SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION**  
**REQUESTED ACTION: APPROVAL**

**PERSONAL SERVICES AGREEMENTS**

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Virginia McReynolds	Public information services.	July 1, 2016 – June 30, 2017	Not to exceed \$20,000.00

**Academic Affairs**  
**Leslie Minor, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
George Brooks	Provide two courses for Excel Pivot tables.	June 1, 2016 – June 30, 2016	Not to exceed \$250.00
Victor Johnson, Jr.	Provide training and business advising services to Small Business Development Center	July 1, 2016 – June 30, 2017	Not to exceed \$2,500.00
Regenesis Learning Solutions	Provide beginning, intermediate, and advanced Microsoft Excel training workshop training services for Contract Education.	July 8, 2016 – August 31, 2016	Not to exceed \$1,625.00
Ryan Nonprofit Consulting, Inc.	Provide strategic planning services for the California Community College Small Business Sector.	August 1, 2016 – June 30, 2017	Not to exceed \$8,500.00

**Yulian I. Ligioso**  
 Vice President, Finance & Administration

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

July 8, 2016  
**Date Submitted**

July 8, 2016  
**Date Approved**

**Student Services**  
**Gregory Brown, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dana Alsip	Provide child nutrition services.	June 8, 2016 – June 16, 2016	Not to exceed \$625.00
Le Keisha Bellamy	Tutoring services related to the Workforce Investment Board HYPE Grant.	July 1, 2015 – June 30, 2016	Revised not to exceed \$8,850.00
Sherry Currie-Proctor	Co-presenter for Foster & Kinship Care Education workshops /seminars for 2016-2017 fiscal year.	July 1, 2016 – June 30, 2017	Not to exceed \$12,000.00
Edward Marks	Tutoring services related to the Workforce Investment Board HYPE Grant.	July 1, 2015 – June 30, 2016	Revised not to exceed \$13,300.00
Lorraine Merrida-Roos	Co-manage the Workforce Investment Board HYPE Grant	July 1, 2015 – June 30, 2016	Revised not to exceed \$25,640.00
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.	July 1, 2016 – December 31, 2016	Not to exceed \$180,000.00
Kerry Pilley-Purcell	Co-presenter for Foster & Kinship Care Education workshops /seminars for 2016-2017 fiscal year.	July 1, 2016 – June 30, 2017	Not to exceed \$6,000.00
Daniel Torrez	Co-presenter for Foster & Kinship Care Education workshops /seminars for 2016-2017 fiscal year.	July 1, 2016 – June 30, 2017	Not to exceed \$10,000.00

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **WARRANTS**

**REQUESTED ACTION:**

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

**SUMMARY:**

05/26/2016	Vendor Payments	2511070225-2511070226	\$15,630.53
05/26/2016	Vendor Payments	2511070227	\$0.00
05/26/2016	Vendor Payments	2511070228-2511070230	\$45,343.32
05/31/2016	Vendor Payments	2511070231-2511070276	\$666,408.01
06/06/2016	Vendor Payments	2511070277	\$748.50
06/06/2016	Vendor Payments	2511070278-2511070288	\$82,591.63
06/06/2016	Vendor Payments	2511070289-2511070349	\$257,593.92

CONTINUED ON NEXT PAGE:

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$5,054,267.08</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

CONTINUED FROM PREVIOUS PAGE:

06/13/2016	Vendor Payments	2511070350-2511070354	\$1,045,182.76
06/13/2016	Vendor Payments	2511070355-2511070362	\$146,459.51
06/13/2016	Vendor Payments	2511070363-2511070500	\$196,143.22
06/14/2016	Vendor Payments	2511070501-2511070507	\$93,614.08
06/16/2016	Vendor Payments	2511070508-2511070712	\$36,976.00
06/20/2016	Vendor Payments	2511070713	\$1,460.00
06/20/2016	Vendor Payments	2511070714-2511070732	\$736,305.76
06/21/2016	Vendor Payments	2511070733	\$528.59
06/21/2016	Vendor Payments	2511070734-2511070873	\$334,222.58
06/23/2016	Vendor Payments	2511070874-2511070933	\$166,945.21
06/24/2016	Vendor Payments	2511070934-2511070943	\$356,835.00
06/27/2016	Vendor Payments	2511070944-2511071027	<u>\$871,278.46</u>
<b>TOTAL:</b>			<b>\$5,054,267.08</b>

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **DONATIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
John L Cathey 1035 Scott Drive Prescott, AZ 86301	Piper PA22 – Tri-Pacer Disassembled \$7,000.00	Aeronautics
Beatrice Nichols 4260 Green Acres Ct. Fairfield, CA 94534	GM auto parts (years 1970-1980), oil and coolant \$200.00	Auto Technology

Acceptance of this donation is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso  
Finance & Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR ASBESTOS ABATEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Asbestos Abatement Project Notice of Completion. On May 18, 2016, Calvary Construction, was selected to preform abatement work in building 100 and in building 1900. The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed. D  
Superintendent-President

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

When recorded mail to:  
Yulian Ligioso, VP, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

### Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 7/20/2016
  7. The Project Name is Asbestos Abatement
  8. DSA Number (if applicable) - Scope did not require DSA approval
  9. The contractor for such work of modernization is Calvary Construction
  10. The name of the contractor's Surety Co. is: This project did not require a Surety Co.
  11. The date of contract between the contractor and the above owner is 05/18/2016
  12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN # 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: performed asbestos abatement in buildings 100 and 1900.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed.D.  
Solano Community College District

---

### Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.  
(City or Town where signed)



When recorded mail to:  
Yulian Ligioso, VP, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

### Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 7/20/16
  7. The Project Name is: Building 1300 Kiln Fence Project
  8. DSA Number (if applicable): Scope did not require DSA approval
  9. The contractor for such work of modernization is: Calvary Construction, Inc.
  10. The name of the contractor’s Surety Co. is: American Contractors Indemnity Company
  11. The date of contract between the contractor and the above owner is: 4/21/16
  12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN #: 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Selective demolition of existing concrete and fence for construction of new fence line and conforming concrete.

\_\_\_\_\_  
Date  
D.

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed.

Solano Community College District

---

### Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.



When recorded mail to:  
Yulian Ligioso, VP, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

### Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 7/20/2016
  7. The Project Name is Measure Q Thank You Signs
  8. DSA Number (if applicable): Scope did not require DSA approval
  9. The contractor for such work of modernization is TPA Construction, Inc.
  10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
  11. The date of contract between the contractor and the above owner is 04/20/16
  12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN # 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: provided and installed Measure Q signs at each of the District's campuses and one property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed.D.  
Solano Community College District

---

### Verification

I, undersigned, say:

I am VP, Finance and Administration

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.  
(City or Town where signed)

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

**TO: Members of the Governing Board**

**SUBJECT: KINDERGARTEN THROUGH COMMUNITY COLLEGE  
 PUBLIC EDUCATION FACILITIES BOND ACT OF 2016,  
 RESOLUTION NO. 16/17-02**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Kindergarten through Community College Public Education Facilities Bond Act of 2016, qualified for the November 2016 ballot, is a \$9 billion state school bond that addresses the backlog of \$2 billion in K-12 project applications and almost \$500 million in approved community college construction and modernization projects.

Board approval is requested to adopt the attached Resolution No. 16/17-02

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: (\$22 million)</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Celia Esposito-Noy, Ed.D.  
 Superintendent-President  
 \_\_\_\_\_  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534  
 \_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TELEPHONE NUMBER**

Celia Esposito-Noy, Ed.D.  
 \_\_\_\_\_  
**VICE PRESIDENT APPROVAL**

July 11, 2016  
 \_\_\_\_\_  
**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

\_\_\_\_\_  
**Celia Esposito-Noy, Ed.D.**  
 Superintendent-President

July 11, 2016  
 \_\_\_\_\_  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**Kindergarten through Community College Public Education  
Facilities Bond Act of 2016**

**RESOLUTION NO. 16/17-02**

**WHEREAS**, Article IX Section 5 of the California Constitution finds public education is a State responsibility; and

**WHEREAS**, Article 1 Section 28 of the California Constitution states that public schools shall be safe, secure and peaceful; and

**WHEREAS**, the voters of the State of California have, since 1982, consistently approved statewide school construction and modernization bond measures to provide resources through programs contained in Division 1, Part 10, Article 12 and Article 12.5 of the Education Code; and

**WHEREAS**, state school construction and modernization bond funds are matched with funds provided by local communities; and

**WHEREAS**, the State of California is out of school facility funds and cannot provide the State match for almost \$2 billion in projects already filed under current law; and

**WHEREAS**, the Solano Community College School District has \$22 million in facility need which may be partially funded by State bonds; and

**WHEREAS**, Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 provides resources for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California employers; and

**WHEREAS**, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment<sup>1</sup>; and

**WHEREAS**, Proposition 98 and the new Local Control Funding Formula are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

**WHEREAS**, quality 21st Century school facilities designed for student needs of today and tomorrow enhance academic achievement and further the State's academic and economic goals; and

<sup>1</sup> Economic Analysis of the Impacts of Proposition 55 of the California Economy"/Californians for Accountability and Schools (Dr. J. Fountain)

**WHEREAS**, the Kindergarten through Community College Public Education Facilities Bond Act of 2016 will provide State matching funds;

**WHEREAS**, the California School Boards Association supports the Kindergarten through Community College Public Education Facilities Bond Act of 2016; now, therefore, be it

**RESOLVED** that the Solano Community College District supports the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

**PASSED AND ADOPTED**, This 20th day of July 2016, by the Governing Board of the Solano Community College District.

---

MICHAEL A. MARTIN, PRESIDENT

---

CELIA ESPOSITO-NOY, ED.D., SECRETARY

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **VACAVILLE YOUTH MASTER PLAN,  
RESOLUTION NO. 16/17-03**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Vacaville Youth Master Plan (YMP) was presented to the Board at the June 15, 2016 Governing Board Meeting by Nicole Arances and Karla Pioquinto, members of the REACH Youth Coalition. The YMP examines the strengths and weaknesses of the services available for youth in Vacaville. This plan gives the City of Vacaville, Vacaville and Travis Unified School Districts, Solano Community College, and Vacaville youth-serving organizations a roadmap for moving forward. The original YMP was published and approved by the Vacaville City Council in 2000.

Board approval is requested to adopt the attached Resolution No. 16/17-03

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

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

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

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

**TELEPHONE NUMBER**

Celia Esposito-Noy, Ed.D.

**VICE PRESIDENT APPROVAL**

July 11, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

July 11, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION SUPPORTING THE VACAVILLE YOUTH MASTER PLAN**

**RESOLUTION NO. 16/17-03**

WHEREAS, the first Vacaville Youth Master Plan was adopted by the Vacaville City Council in 2000; and

WHEREAS, all children and youth require positive developmental settings such as physical and emotional safety, structure, supportive relationships, and positive opportunities to succeed; and

WHEREAS, the updated Vacaville Youth Master Plan remains consistent with the original Youth Master Plan by focusing on developmental periods for children and youth ages 0-18; and

WHEREAS, the updated Vacaville Youth Master Plan has an additional developmental period for Post High School youth, ages 19 to 24, in order to identify supports for youth who choose to return to Vacaville after college and/or stay in Vacaville following High School; and

WHEREAS, the updated Vacaville Youth Master Plan was adopted by the Vacaville City Council on October 27, 2015; and

WHEREAS, the Vacaville Youth Master Plan will serve as a roadmap for the City of Vacaville, Vacaville and Travis Unified School Districts and Vacaville youth serving organizations; and

WHEREAS, the Vacaville Youth Master Plan work will be accomplished through the Vacaville Youth Roundtable; and

NOW, THEREFORE, BE IT RESOLVED that the Solano Community College School District supports the Vacaville Youth Master Plan.

PASSED AND ADOPTED, This 20th day of July 2016, by the Governing Board of the Solano Community College District.

---

MICHAEL A. MARTIN, PRESIDENT

---

CELIA ESPOSITO-NOY, ED.D., SECRETARY



Dean of Academic Support Services – Categorically funded

Position Summary:

Under general direction of the Vice President of Student Services, the Dean of Academic Support Services plans, manages, directs, supervises, oversees, and coordinates Academic Support Services with an emphasis on services related to Student Equity, Success and advancement through Basic Skills. Areas of responsibility include but are not limited to: Student Success and Support, Student Equity, Basic Skills, Academic Success and Tutoring, Learning Communities, Foster Youth, Student Life, Health Services, and SparkPoint. The Dean of Academic Support Services oversees the coordination and implementation of campus-wide academic support services, Umoja, Puente, MESA, and other integrated academic support services. The Dean of Academic Support provides leadership for creating and enhancing a college culture of student success, by addressing the spectrum of out of the classroom academic support services and interventions for student completion.

This Dean works collaboratively with the Dean of Counseling, the Dean of Enrollment Services, the leadership team, and the campus community at-large to link academic success practices with specific student success initiatives and retention strategies.

Additional Position Summary:

The Dean of Academic Support Services works to assure the development of a climate which promotes innovation and appropriate outcomes assessment. The Dean cooperates with other managers in the development of student-friendly, high-quality services. The Dean of Academic Support Services is responsible for supervising and evaluating assigned staff; reporting to the District, state and federal government; coordinating responsibilities with instructional and student services programs; and working with district staff in all areas of responsibility.

This leadership position also provides vision, direction and administrative guidance in specified areas of responsibility, and works collaboratively and collegially with all constituents.

Assignment Responsibilities:

- Provides leadership for the development of necessary programs and services designed to assure student equity and success, academic, college engagement and social support, and successful college completion and/or transfer.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; implements improvements.
- Plans, develops, and effectively directs the preparation and management of budgets for assigned areas within institutional parameters and guidelines.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: NEW ADMINISTRATIVE LEADERSHIP GROUP (ALG)  
MANAGEMENT JOB DESCRIPTION, DEAN OF  
ENROLLMENT SERVICES

REQUESTED ACTION:

- Information OR  Approval
- Consent OR  Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Administrative Leadership Group (ALG) position. This position will plan, manage, direct, supervise, oversee, and coordinate Enrollment Services with an emphasis on services related to Admissions and Records. Position will be placed on Range 49 of Administrative Leadership Group (ALG) Salary Schedule.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy:4010 Estimated Fiscal Impact: \$95,844.84 and Health and Welfare Benefits

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Mary Jones  
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

July 8, 2016

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

Dean of Enrollment Services

Position Summary:

Under general direction of the Vice President of Student Services, the Dean of Enrollment Services plans, manages, directs, supervises, oversees, and coordinates Enrollment Services with an emphasis on services related to Admissions and Records. Areas of responsibility include but are not limited to: Financial Aid, Assessment Center, International Student Services, Veterans Services, Outreach, Recruitment and Retention, Health Services and Student Life. The Dean of Enrollment Services oversees the implementation of campus-wide matriculation services, Honors/Probation/Disqualification, Dual Enrollment and high school articulation.

This Dean works collaboratively with the Dean of Counseling, the Dean of Academic Support Services, the leadership team, and the campus community at-large to link enrollment management practices with specific student success initiatives and retention strategies.

Additional Position Summary:

The Dean of Enrollment Services works to assure the development of a climate which promotes innovation and appropriate outcomes assessment. The Dean cooperates with other managers in the development of student-friendly, high-quality services. The Dean of Enrollment Services is responsible for supervising and evaluating assigned staff; reporting to the District, state and federal government; coordinating responsibilities with instructional and student services programs; and working with district staff in all areas of responsibility.

This leadership position also provides vision, direction and administrative guidance in specified areas of responsibility, and works collaboratively and collegially with all constituents.

Assignment Responsibilities:

- Provides leadership for the development of necessary programs and services designed to assure student access, ease of entry and successful transition to college.
- Facilitates college enrollment efforts, develops and supports services to enhance student engagement, and developments/implements strategies for student success.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; implements improvements.
- Plans, develops, and effectively directs the preparation and management of budgets for assigned areas within institutional parameters and guidelines.
- Ensures and maintains accurate budget records, tracks program funding allocations and expenditures to ensure compliance with legal mandates, and maintains appropriate records for responsible programs including management information system (MIS) data.

- Coordinates with Information Technology all information for maintaining records, producing reports, and processing registration and end-of-term needs.
- Researches student success and retention systems; develops and coordinates implementation of an effective student recruitment and retention plan.
- Organizes outreach plans, prospects outreach and follow-up for feeder schools and community agencies; designs and implements a tracking and evaluation system to evaluate the progress of students from their recruitment through enrollment.
- Expands the scope of services and activities available for Veterans and their families; develops partnerships with veteran-serving external agencies.
- Directs the development, improvement and expansion of enrollment management student services; provides faculty training; collaborates with Dean of Academic Support Services to assure Student Success and Support Program and Student Equity are appropriately integrated.
- Provides leadership to enhance the use of technology and develops innovative technology solutions in all assigned areas, including degree audit.
- Selects, develops, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees towards work performance improvement, when necessary.
- Coordinates with the Public Information Officer in the production of outreach, recruitment and other materials and messages for students and the community.
- Provides responsible staff assistance to the Vice President of Student Services; researches and assembles information; prepares and presents staff reports and other necessary correspondence.
- Directs the development, implementation, and evaluation activities related to articulation with secondary schools.
- Provides leadership to develop a dual enrollment program.
- Leads campus efforts to implement the statewide Common Assessment Initiative.
- Maintains liaison with community agencies, schools, special programs and interest groups; participates in community affairs/events, as feasible and appropriate.
- Responds to and resolves student inquires and complaints.
- Serves as a member of various college committees and task forces; maintain liaison with other college departments to assure coordination of activities.
- Coordinates activities pertaining to commencement ceremonies with the Director of Student Life.

Additional Responsibilities:

- Interprets and performs assignments in compliance with pertinent federal, state and local laws.
- Stays abreast of new trends and innovations; maintains current information on changes in California State Education Code, Title 5, and pending state and federal legislation.

- Leads and facilitates grant and proposal writing to strengthen and support the enhancement and growth of campus programs.
- Performs other duties as required/assigned.
- Works flexible hours including evenings and weekends when necessary.

Special Requirements:

Minimum Qualifications:

1. Have a master's degree\* from an accredited institution in a discipline taught at the college completed by July 1, 2016.
2. Have one year formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment.
3. Have sensitivity to and understanding of the diverse academic socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students, including those with physical or learning disabilities as it relates to differences in learning

\*Applicant must meet the minimum qualifications of a faculty discipline at the college. To review the minimum qualifications for faculty disciplines, refer to Minimum Qualifications for Faculty and Administrators in California Community Colleges Application Instructions:

- Ensures and maintains accurate budget records, tracks program funding allocations and expenditures to ensure compliance with legal mandates, and maintains appropriate records for responsible programs including management information system (MIS) data.
- Coordinates with Information Technology all information for maintaining records, producing reports, and processing program documentation for verifying outcomes.
- Identifies research-based student equity and systems and programs; develops and coordinates implementation for effective student recruitment, retention, engagement and completion.
- Organizes program inreach/outreach plans and performs follow-up for academic support programs and services; designs and implements tracking and evaluation systems to evaluate the progress of students through those programs and services.
- Expands the scope of services and activities available for students with gaps in equity, and other high risk students.
- Directs and coordinates the development, improvement and expansion of Student Success and Support, Equity, and Basic Skills programs and services; provides faculty training.
- Collaborates with Dean of Enrollment Services and Dean of Counseling to assure Student Success and Support Program, Basic Skills, and Student Equity are appropriately integrated.
- Provides leadership to enhance the use of technology and develops innovative technology solutions in all assigned areas.
- Selects, develops, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees towards work performance improvement, when necessary.
- Coordinates with other academic Deans to ensure integrated programs and activities for successful student outcomes.
- Provides responsible staff assistance to the Vice President of Student Services; researches and assembles information; prepares and presents staff reports and other necessary correspondence.
- Directs the development, implementation, and evaluation activities related to outcome measures for Student Equity, Student Success and Support, Basic Skills and other academic support programs .
- Provides leadership to coordinate and integrate the various student academic support program activities to eliminate redundancy and facilitate cooperation among programs and affiliated students.
- Leads campus efforts to implement programs for Student Equity, Success and advancement through Basic Skills.
- Maintains liaison with community agencies, schools, special programs and interest groups; participates in community affairs/events, as feasible and appropriate.
- Facilitates college academic support efforts, develops and supports services to enhance student engagement, and developments/implements strategies for student success.
- Responds to and resolves student inquires and complaints.

- Serves as a member of various college committees and task forces; maintain liaison with other college departments to assure coordination of activities.

Additional Responsibilities:

- Interprets and performs assignments in compliance with pertinent federal, state and local laws.
- Stays abreast of new trends and innovations; maintains current information on changes in California State Education Code, Title 5, and pending state and federal legislation.
- Leads and facilitates grant and proposal writing to strengthen and support the enhancement and growth of campus programs.
- Performs other duties as required/assigned.
- Works flexible hours including evenings and weekends when necessary.

Special Requirements:

Minimum Qualifications:

1. Have a master's degree\* from an accredited institution in a discipline taught at the college completed by July 1, 2016.
2. Have one year formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment.
3. Have sensitivity to and understanding of the diverse academic socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students, including those with physical or learning disabilities as it relates to differences in learning

\*Applicant must meet the minimum qualifications of a faculty discipline at the college. To review the minimum qualifications for faculty disciplines, refer to Minimum Qualifications for Faculty and Administrators in California Community Colleges Application Instructions:

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CONTRACT AMENDMENT # 1 WITH HAZARD  
MANAGEMENT SERVICES FOR PROFESSIONAL  
SERVICES FOR THE ASBESTOS ABATEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

In May 2016, a consulting services agreement with Hazard Management Services in the amount of \$4,620 was approved to provide services for the Asbestos Abatement Project.

Board approval is requested for the attached Amendment #1 to the original professional services agreement with Hazard Management Services. This amendment is to provide additional services for the Asbestos Abatement Project including additional monitoring support for the abatement work.

The Board is asked to approve this contract Amendment #1 to Hazard Management Services in the amount of \$960.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhance safety and security for students, faculty, and staff

*Ed. Code:                      Board Policy: 3225;3520                      Estimated Fiscal Impact: \$960 Measure Q Funds*

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

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR  
ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE SOFTBALL FIELD BLEACHER REPLACEMENT  
PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of a contract to CA Architects to provide full architectural and engineering services for the Softball Field Bleacher Replacement Project. The consultant's scope of work includes providing design and construction documents for the purposes of Division of State Architect (DSA) approval and construction services procurement, bid phase assistance and construction administration through closeout.

CONTINUED ON THE NEXT PAGE

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals  
 Basic skills education  
 Workforce development and training  
 Transfer-level education  
 Other: Update equipment that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$57,670 Measure G Funds

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road  
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Yulian Ligioso  
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

July 8, 2016

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR  
ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE SOFTBALL FIELD BLEACHER REPLACEMENT  
PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Proposals were solicited from a number of firms in the Board approved pool of architects, including CA Architects, DLR Group, Dreyfuss & Blackford, Henley Architects + Associates, HGA Architects, MADI Architects and TLCD Architecture. Proposals were received from CA Architects and Henley Architects + Associates. Based on their qualifications and price proposals, CA Architects was deemed the best value with a proposal in the amount of \$57,760.

The Board is asked to approve a contract award to CA Architects in the amount of \$57,760.

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

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO JRDV ARCHITECTS, INC. FOR ARCHITECTURAL SITE MASTER PLANNING SERVICES FOR THE AERONAUTICS AND WORKFORCE DEVELOPMENT BUILDING PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of a contract to JRDV Architects, Inc. to provide site master planning architectural services for the Aeronautics and Workforce Development Building at the District-owned site adjacent to Nut Tree Airport. The consultant’s scope of work includes incorporation of SCCD Project Architect’s conceptual design for the Aeronautics building into the master site plan for the Jimmy Doolittle Center, coordination of SCCD’s component of the

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$25,500 Measure Q Funds</i>
<b>SUPERINTENDENT’S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER’S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Yulian Ligioso Vice President, Finance & Administration		
<b>VICE PRESIDENT APPROVAL</b>		
July 8, 2016		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		July 8, 2016
		<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO JRDV ARCHITECTS INC. FOR  
ARCHITECTURAL SITE MASTER PLANNING SERVICES  
FOR THE AERONAUTICS AND WORKFORCE  
DEVELOPMENT BUILDING PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

complex with master site improvements, landscaping and utilities, in conjunction with preparation of a joint District/Doolittle Foundation Development Application to the City of Vacaville.

JRDV Architects, Inc. was selected for this work as they are the Doolittle Foundation's Project Architect for the Doolittle components of the project and overall site master planning. Thus they are uniquely qualified to assist the District for the required services associated with the District's Aeronautics and Workforce Development Building.

The Board is asked to approve a contract award to JRDV Architects, Inc. in the amount not to exceed \$25,500.

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES  
TO PRO BUILDERS FOR THE HORTICULTURE SITE  
IMPROVEMENTS PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of a construction contract to Pro Builders for the Horticulture Site Improvements Project on the Fairfield Campus. The scope of work includes labor and materials to install infrastructure (water, gas, electric, data, and sewer), earthwork, and paving and walkways. The scope of work will also include bid Additive Alternate #1 for the installation of a 30' X 30' "Farmer's Market" shade structure.

CONTINUED ON THE NEXT PAGE

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$789,000 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager  
PRESENTER'S NAME

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ADDRESS

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TELEPHONE NUMBER

Yulian Ligioso  
VP, Finance & Administration  
VICE PRESIDENT APPROVAL

July 8, 2016  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

July 8, 2016  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES  
TO PRO BUILDERS FOR THE HORTICULTURE SITE  
IMPROVEMENTS PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

A public bid was held June 30, 2016 and the following base bids were received:

Pro Builders	\$720,000
Arthulia Inc.	\$786,000
Saboo Inc.	\$842,000
Roebbelen Contracting Inc.	\$1,084,000
Thompson Builders Corp.	\$1,092,000

Award of the project was based on the lowest responsive and responsible bid from those submitted. Pro Builders was determined to be the lowest responsive and responsible bidder for the base bid.

Along with the base bid, contractors were requested to submit bids for 3 additive alternates for potential inclusion in the project if funding is available. Pro Builders submitted a price of \$69,000 for Add Alternate #1 which was for the procurement and installation of a 30' X 30' Farmers Market Shade Structure.

Per the Bond Spending Plan, total bond funding for Horticulture improvements is \$2,000,000. The Board previously approved \$1,000,000 of this funding for the Site Improvements Project (phase 1). This phase 1 budget of \$1,000,000 is approximately \$20,000 short of being able to include the installation of the Add Alternate #1 Farmers Market Shade Structure. The inclusion of the shade structure at this time will be beneficial in that this will be the most cost effective point of installation (no future demolition of concrete and paving work, cleaner installation). It will also provide a focal point to the Horticulture site when phase 1 is completed.

It is recommended that the phase 1 funding be increased from \$1,000,000 to \$1,020,000 (leaving a balance of \$980,000 for phase 2). A revised Project Initiation Form (PIF) is being submitted for approval.

The Board is asked to approve both the modifications to the PIF and the construction contract to Pro Builders in the amount of \$789,000.

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

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CONTRACT AWARD TO TRINITY EMCS INC. TO  
PERFORM RETRO-COMMISSIONING SERVICES FOR  
THE HVAC/EMS EFFICIENCY PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of a professional services contract to Trinity EMCS Inc.to provide retro-commissioning services for the HVAC/EMS Project. This work will be performed to verify, prior to the end of the warranty period, that the systems and components installed last year in Buildings 100, 500, 700, 800, 1400, 1500, 1600, and 1700 are performing as intended.

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$16,200 Measure Q Funds</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Finance & Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO**

**SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY**

**SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO TRINITY EMCS INC. TO  
PERFORM RETRO-COMMISSIONING SERVICES FOR  
THE HVAC/EMS EFFICIENCY PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Trinity EMCS Inc. will provide a report detailing their findings for use by the District Facilities team.

The Governing Board is asked to approve a contract to Trinity EMCS, Inc. in the amount of \$16,200.

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT CHANGE ORDER #1 TO COOPER OATES  
AIR CONDITIONING FOR HYDRONIC PUMPS  
REPLACEMENT PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for Change Order #1 to the contract with Copper Oates Air Conditioning for the Hydronic Pump Replacement Project. On March 16, 2016 the Board approved a contract to Copper Oates Air Conditioning for the Hydronic Pump Replacement Project.

This change order is within the previously approved budget for the project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals  
 Basic skills education  
 Workforce development and training  
 Transfer-level education  
 Other: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$1,731 Measure Q</i>
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**SUPERINTENDENT'S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
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**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(j)  
MEETING July 20, 2016  
DATE

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #1 TO COOPER OATES  
AIR CONDITIONING FOR HYDRONIC PUMPS  
REPLACEMENT PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the course of replacing the pumps, several unforeseen conditions were encountered. These unforeseen conditions were not part of the original contract with Cooper Oates Air Conditioning, necessitating a change order. The attached change order outlines the conditions discovered and additional work that was required during the course of replacing the pumps.

\$95,000 Original Contract Sum  
\$ 0 Previous Approved Change Orders  
\$ 1,731 This Proposed Change Order  
\$96,731 New Contract Sum Including This Change Order

The Board is asked to approve a change order to Cooper Oates Air Conditioning in the amount of \$1,731.

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

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

**TO: Members of the Governing Board**  
  
**SUBJECT: CONTRACT CHANGE ORDER #1 TO QUALITYSOUND  
 FOR FIRE ALARM CONTROL PANELS UPGRADE  
 PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #1 to the contract with QualitySound for the Fire Alarm Control Panel Upgrade Project. On April 20, 2016 the Board approved a contract to QualitySound for the Measure G Small Capitol Project named Fire Alarm Control Panels Upgrade.

This change order is within the previously approved budget for the project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals  
 Basic skills education  
 Workforce development and training  
 Transfer-level education  
 Other: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$1090.42 Measure G</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Yulian Ligioso Vice President, Finance and Administration		July 8, 2016
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
July 8, 2016		
<b>DATE SUBMITTED TO</b>		
<b>SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #1 TO QUALITYSOUND  
FOR FIRE ALARM CONTROL PANELS UPGRADE  
PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During construction the District has discovered that the new kitchen in Building 200 requires a heat detector and a control monitor module for the ansul fire suppression system. It is recommended that this additional work be performed by QualitySound.

\$64,157.90 Original Contract Sum  
\$ 0 Previous Approved Change Orders  
\$ 1,090.42 This Proposed Change Order  
\$65,248.32 New Contract Sum Including This Change Order

The Board is asked to approve a change order to QualitySound in the amount of \$1,090.42.

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CHANGE ORDER NO. 03 TO SOUTHWEST  
CONSTRUCTION FOR BUILDINGS 1600, 1800A AND 1900  
RE-ROOFING PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for Change Order No. 03 in the amount of \$2,323.59 to Southwest Construction’s contract for the Buildings 1600, 1800A and 1900 Reroofing Project.

The attached change order is a result of the District’s request to add a painted redwood fascia to the shed roof at Building 1900. The total cost for this added work is \$5,829.98, however, a portion (\$3,506.39) can be funded using funds remaining in the Owner’s Allowance within the contract amount. Board approval is requested for Change Order No. 03 for the balance needed for this work (\$2,323.59).

CONTINUED ON THE NEXT PAGE

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities

*Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$2,323.59 Scheduled Maintenance Funds*

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER - NO. 03 TO SOUTHWEST  
CONSTRUCTION FOR BUILDINGS 1600, 1800A AND 1900  
RE-ROOFING PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Following is a summary of the contract and impact of Change Order 3 if approved:

Change Order No.03 - Southwest Construction.:

Original Contract Sum	\$	486,615.00
Prior Change Orders	\$	71,616.35
Change Order No. 03	\$	2,323.59
Total Change Orders	\$	73,939.94
Revised Contract Amount	\$	560,554.94

The Board is asked to approve a Change Order to Southwest Construction in the amount of \$2,323.59.

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

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

**TO:** **Members of the Governing Board**  
  
**SUBJECT:** **CONTRACT CHANGE ORDER #3 TO BHM  
 CONSTRUCTION INC. FOR BUILDING 1200  
 PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #3 to the Contract with BHM Construction Inc. for the Building 1200 Performing Arts Renovation Project. On September 16, 2015 the Board approved a contract to BHM Construction for the Building 1200 Performing Arts Renovation Project. Construction for this project began on November 4, 2015 after receiving approval of funds from the State Chancellor’s Office.

This change order is within the previously approved budget for the project, with the change being funded by both Measure Q and State approved construction contingency funds.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$158,865 State Funds \$30,496 Measure Q</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                     
  **APPROVAL**                       **DISAPPROVAL**  
   
  **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
 Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Yulian Ligioso  
 Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO**

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

July 8, 2016

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(m)  
MEETING July 20, 2016  
DATE

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #3 TO BHM  
CONSTRUCTION INC., FOR BUILDING 1200  
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the course of construction a number of unforeseen conditions were encountered and clarifications to the drawings and additional work was required. These unforeseen conditions and clarifications were not part of the original contract with BHM Construction, necessitating a change order. The attached change order outlines the conditions discovered and changes that were required during the course of construction.

\$13,697,024 Original Contract Sum  
\$ 300,089 Previous Approved Change Orders  
\$ 189,361 This Proposed Change Order  
\$14,186,474 New Contract Sum Including This Change Order

The Board is asked to approve a change order to BHM Construction Inc. in the amount of \$189,361 (\$158,865 from Measure Q and \$30,496 from State Funds).

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

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RENEWAL AGREEMENT WITH ACCOUNTEMPS, A  
ROBERT HALF COMPANY**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to renew a contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary "Accounts Payable Specialist" is required to backfill a position on leave of absence for up to a year.

The agreement is through June 30, 2017, total contract amount not to exceed \$75,000.

A copy of the contract is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$75,000
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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
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Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Accountemps*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

<b>Scope of Background Inquiries</b>	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. <b>There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks.</b> You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
<b>Client's Responsibility</b>	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p> <p><b>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</b></p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
<b>Confidentiality</b>	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
<b>Employment Taxes and Withholdings</b>	<p><i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
<b>Insurance</b>	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
<b>No Contrary Agreements</b>	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00590-110571

Date: 04-11-2016

## TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of an Accounts Payable Clerk is Rachel Staples. The assignment will start on 04-11-2016. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$45.71 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

<b>Guarantee</b>	<i>Accountemps</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Accountemps</i> will not charge for the first eight hours worked, provided that <i>Accountemps</i> replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
<b>Time Sheet</b>	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Accountemps</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
<b>Overtime</b>	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
<b>Hiring the Person Referred to You</b>	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
<b>General Conditions</b>	<p><i>Accountemps</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Accountemps</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided. We reserve the right to re-assign our professional.</p>

Job Order: 00590-110571

Date: 04-11-2016

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
CRESTWOOD MANOR, VALLEJO, CALIFORNIA**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:** A renewal clinical experience agreement between Solano Community College District and Crestwood Behavioral Health, Inc., dba Crestwood Our House, located at 2201 Tuolumne Street, Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a long-term psychiatric locked facility with a special treatment program in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Crestwood Our House, 2201 Tuolumne Street, Vallejo, California.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: NONE</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

**PRESENTER’S NAME**  
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences  
4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**  
**707-864-7108**

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**  
  
July 8, 2016

July 8, 2016  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Crestwood Behavioral Health, Inc., doing business as Crestwood Our House** (hereinafter known as *HOSPITAL*) located at **2201 Tuolumne Street, Vallejo, California 94589**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 21, 2016.

### RECITALS

- A. *HOSPITAL* owns and operates a campus which includes a 58-bed, heavily supported Adult Rehabilitation Facility, a Day Treatment Program, and a Wellness and Recovery Center and Clinic (collectively referred to as "Facility").
- B. *SCHOOL* owns and operates **an Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HOSPITAL*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

### **3. HOSPITAL'S RESPONSIBILITIES**

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

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

#### **4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

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

#### **5. STATUS OF SCHOOL AND HOSPITAL**

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

#### **6. INDEMNIFICATION**

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HOSPITAL* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever

nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.

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

## **7. INSURANCE**

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

## **8. TERM AND TERMINATION**

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or

indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:

Gail McDonald, RN  
Campus Administrator  
Crestwood Behavioral Health, Inc., DBA Crestwood Our House  
2201 Tuolumne Street  
Vallejo, CA 94589

Telephone: (707)558-1777  
Fax: (707) 558-1770  
gmcdonald@cbhi.net

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean  
School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road, Room 805A  
Fairfield, CA 94534

Telephone: (707)864-7108  
FAX: (707) 646-2062  
robert.gabriel@solano.edu

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

**10. EXECUTION**

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

**HOSPITAL**

**SCHOOL**

**Crestwood Behavioral Health, Inc., DBA  
Crestwood Our House**

**Solano College**

By: \_\_\_\_\_

By: \_\_\_\_\_

Celia Esposito-Roy, Ed.D.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Superintendent/President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: BLUE JEANS VIDEOCONFERENCING CONTRACT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested to renew a contract with Blue Jeans Network, Inc. to provide videoconferencing services for the California Community Colleges Small Business Sector for FY 16-17. The videoconferencing service is used for meetings with the Small Business Deputy Sector Navigators across the state and for events such as the Business Plan Pitch Competition. The total amount of the contract is \$1,548 (\$129/month).

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: Board Policy: 3520 Estimated Fiscal Impact: \$1,548 from Small Business Sector Navigator Grant*

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

Charles Eason, Small Business Sector Navigator

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7846

**TELEPHONE NUMBER**

Dr. Leslie Minor  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



516 Clyde Avenue  
 Mountain View, CA 94043  
 408-550-2828  
 www.bluejeans.com

Quote Number: Q006683  
 Price Valid Through: Jun 30, 2016  
 Prepared By: Matthew Martinez

**CUSTOMER & BILLING DETAILS**

Account: California Community Colleges-Workforce and Econ Development Small Business Sector Navigator Workforce & Economic Development California Community Colleges 360 Campus Lane, suite 201, Rm 232 Fairfield CA 94534	Billing Contact: Charles Eason (707) 863-7846 charles.eason@solano.edu
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**TERMS & CONDITIONS**

Bill Start Date: Jul 01, 2016	Payment Method: Check
Initial Term: 12 Month(s)	Payment Term: Net 30
Renewal Term: 12 Month(s)	Currency: USD
Auto Renew: Yes	Email: matthewm@bluejeans.com
Billing Type: Prepaid	Billing Frequency: Termed

PRODUCT DESCRIPTION	QUANTITY	CHARGE TYPE	PRICE (Per Unit)	TOTAL MONTHLY PRICE	TOTAL AMOUNT
Enterprise Named Host	1	Recurring	129.00	129.00	1,548.00

TAX: .00

TOTAL: .00

This Services Agreement ("Agreement") is entered into between Blue Jeans Network, Inc. with a place of business at 516 Clyde Avenue, Mountain View, CA 94043 ("BJN"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the linked Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

General Term & Conditions:

- BJN Services (the "Service(s)"): BJN provides hosted video conferencing services across multiple platforms through its website located at: <http://www.bluejeans.com>.
- Terms and Conditions: <http://bluejeans.com/site/terms-and-conditions>
- Acceptable Use Policy: <http://bluejeans.com/site/acceptable-use-policy>

- Services and Billing starts on date Customer signed the contract, unless noted otherwise on this contract.
- Blue Jeans service is considered taxable in most states. Invoice for service will reflect appropriate sales tax. If Customer is exempt from sales tax obligations, customer is required to provide Blue Jeans with Sales Tax Exemption Certificate within 3 business days of deal signing to ensure taxes are not included on initial invoice.

**Plan Term & Conditions:**

**Feature Included:Large Meeting**

**Feature Included:Enhanced Recording**

**Feature Included:Command Center Pro**

**Feature Included:Call Me**

**Feature Included:Branding**

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Enterprise Named Host  
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- Maximum number of participants or participant endpoints in a meeting is 100.
- Includes access to Toll-Free access number, provided that number of Toll Free minutes Customer uses each month may not exceed 33% of Customer's total minutes in such month. If Toll Free minutes account for more than 33% of Customer's total minutes in a month, BJN may charge Customer a surcharge equal to 20% of the equivalent of the applicable month's fees.
- Call Me Feature is only available for calls made to standard United States-based phone numbers.
- BJN may charge Customer fees to the extent Customer (or its meeting participants) use the Call Me Feature to dial international, (900), or other premium rate phone numbers.
- Participants who use the Call Me Feature to call their mobile phones may incur roaming, international or other fees from their wireless carrier.
- Each Call Me call counts as use of an end point such that Customer may be liable for overages if Customer's use exceeds its plan limitations or restrictions.
- Use of the Call Me Feature applies towards any PSTN limitations or restrictions in Customer's Order Form and/or Agreement.
- Named Hosts may be assigned to individual employees of Customer only.
- Named Hosts may not be shared or used by anyone other than the employee assigned.
- Generic naming conventions for Named Hosts are prohibited.
- Simultaneous meetings/video conferences by a Named Host are prohibited.
- Any sale, resale, license, sublicense, rent, timeshare or transfer of Named Hosts is prohibited.
- You may not utilize more than the number of Named Hosts actually licensed as set forth on the Order Form.
- Pricing reflects amounts due if Customer prepays all Fees on an annual basis
- Customer shall not use the Service as an audio only bridge.
- If more than 35% of Customer's total meetings in a given month consist of only PSTN participants, (a) a surcharge of 20% of the equivalent monthly charge will be applied, and (b) BJN has the right to terminate the Agreement by providing ten (10) days written notice to Customer.
- Blue Jeans service is considered taxable in most states and several cities. Invoice for service will reflect appropriate sales tax. If Customer is exempt from sales tax obligations, customer is required to provide Blue Jeans with Sales Tax Exemption Certificate within 3 business days of deal signing to ensure taxes are not included on initial invoice.
- Services and Billing start on the date Customer signs this Order Form and Agreement, unless otherwise noted herein.

**Additional Terms (if any):**

**CUSTOMER PO NUMBER (IF ANY)**

PO Number:

PO Date:

**SIGNATURE SECTION: AUTHORIZED SIGNATURE**

**Customer's Signature**

**Signature:**

**Full Name:** Dr. Celia Esposito-Noy

**Title:** Superintendent/President

**Blue Jeans Signature**

**Signature:**

**Full Name:**

**Title:**

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

**TO: Members of the Governing Board**  
**SUBJECT: SMALL BUSINESS SECTOR NAVIGATOR GRANT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to renew Solano Community College as host for the California Community Colleges Chancellor’s Office Small Business Sector Navigator grant which is a statewide leadership position for coordinating small business sector programs for the 113 community colleges across the state. Working with ten Deputy Sector Navigators across the state, the Small Business Sector Navigator provides technical assistance to colleges developing credit, non-credit, and not-for-credit programs in the area of small business and entrepreneurship. The amount of the grant is \$372,500 and the term of the agreement will cover the period from July 1, 2016 through June 30, 2017.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Small Business Sector Navigator.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 88530-88532</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$372,500 Grant Revenue</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Charles Eason, Small Business Sector Navigator

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7846

**TELEPHONE NUMBER**

Dr. Leslie Minor  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**THIS FORM MAY NOT BE REPLICATED  
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	<b>DISTRICT USE ONLY</b>	
	District (Grantee):	<u>Solano CCD</u>
	College:	<u>N/A</u>

<b>Grant Agreement</b>		<b>BOG-CCCCO USE ONLY</b>	
<b>Workforce and Economic Development Division</b>		Grant Agreement No.:	<u>16 - 151 - 010</u>
<b>Sector Navigator -Small Business</b>		Funding Fiscal Year	
RFA #	<u>13 - 151</u>	<u>2016-17</u>	Total Amount Encumbered : \$ <u>372,500</u>

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 7/16 and II, Eff. 4/16), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2016 to June 30, 2017. The Final Report must be submitted within 60 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

**GRANTEE**

Project Director: Charles Eason	Total Grant Funds Requested: \$ <u>372,500</u>
Signature, Chief Executive Officer (or authorized Designee)	
	Date:
Print Name/Title of Person Signing: Dr. Celia Esposito-Noy, Superintendent/President	District Address: 4000 Suisun Valley Road Fairfield, CA 94534-3197

**STATE OF CALIFORNIA**

Project Monitor: Maureen White	Agency Address: 1102 Q Street, Suite 4554 Sacramento, CA 95811-6539				
<b>Item:</b>	<b>Object of Expenditure</b>	<b>Chapter</b>	<b>Statute</b>	<b>Fiscal Year</b>	<b>Amount</b>
6870 - 101 - 0001	3235 - 751 - 23505		2016	2016-17	\$ 372,500
-	-				
<b>Total Amount Encumbered : \$</b>					<b><u>372,500</u></b>

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:  
**Erik Skinner, Deputy Chancellor**



## **FY 2015 GRANT RENEWALS - YEAR 4 OF 5**

**THIS FORM MAY NOT BE REPLICATED**

**The following information are linked throughout the forms package:**

**DISTRICT (Grantee): Solano County CCD**

**COLLEGE: Solano Community College**

**PROJECT: Sector Navigator**

**SECTOR (If applicable): Small Business**

**FISCAL YEAR: 2016/17**

**RFA Number: 13 - 151**

**FUNDING SOURCE: SB1402 (EWD)**

**Requested Amount: \$ 372,500**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator

SECTOR (if applicable): Small Business

COLLEGE: Solano Community College

FISCAL YEAR: 2016/17

RFA Number: 13-151

CONTACT PAGE

District:	Solano County CCD		
Address:	4000 Suisun Valley Road		
City:	Fairfield	State:	CA
		Zip:	94534

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

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>			
Name:	Dr. Leslie Minor	Phone:	(707) 864-7000 ext 7102
Title:	Vice President, Academic Affairs	Fax:	(707) 863-7836
E-mail Address:	leslie.minor@solano.edu		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	Charles Eason	Phone:	(707) 863-7846
Title:	Small Business Sector Navigator	Fax:	
E-mail Address:	charles.eason@solano.edu		

<b>Person Responsible for Data Entry</b>			
Name:	Charles Eason	Phone:	(707) 863-7846 ext 7846
Title:	Small Business Sector Navigator	Fax:	
E-mail Address:	charles.eason@solano.edu		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>			
Name:	Yulian I. Ligioso, CPA/MBA	Phone:	(707) 864-7000 ext 7147
Title:	Vice President, Finance and Administration	Fax:	(707) 646-2056
E-mail Address:	yulian.ligiosa@solano.edu		

<b>Person Responsible for Budget Certification</b>			
Name:	Patrick Killingsworth	Phone:	(707) 864-7000 ext 4462
Title:	Director of Fiscal Services	Fax:	(707) 646-2056
E-mail Address:	patrick.killingsworth@solano.edu		

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT: Sector Navigator**

**SECTOR (If applicable): Small Business**

**DISTRICT: Solano County CCD**

**COLLEGE: Solano Community College**

**FISCAL YEAR: 2016/17**

**RFA NUMBER: 13-151**

**APPLICATION BUDGET SUMMARY**

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

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	MATCH
			\$ 372,500	Match Required \$ 372,500
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 172,500
2000	NONINSTRUCTIONAL SALARIES	2	\$ 134,240	\$ 10,000
3000	EMPLOYEE BENEFITS	3	\$ 29,402	\$ 7,200
4000	SUPPLIES AND MATERIALS	4	\$ 7,617	\$ 600
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 186,915	\$ 182,200
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 358,174	\$ 372,500
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$ 14,326	
<b>TOTAL COSTS:</b>		10	\$ 372,500	\$ 372,500

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

**Project Director:**

**Name:** Charles Eason \_\_\_\_\_

**Title:** Small Business Sector Navigator \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**District Chief Business Officer (or authorized designee):**

**Name:** Yulian I. Ligioso, CPA/MBA \_\_\_\_\_

**Title:** Vice President, Finance and Administration \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		SB1402 (EWD)	
		\$	372,500
1000		\$	-
		\$	-
		\$	-
		\$	-
2000	2111 - Classified Salary Small Business Sector Navigator 1.0 FTE (includes \$1,000 longevity, \$1,500 in lieu of medical, and projected 1% COLA)	\$	134,240
		\$	-
		\$	-
		\$	-
3000	<b>Employee Benefits</b>		
	3000 - Employee Benefits (FICA, Medicare, PERS, Disability, SUI, Workers Compensation, Vision, and Dental) 22%	\$	29,402
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	<b>Supplies and Materials</b>		
	4400 - Instructional Supplies	\$	2,500
	4500 - Noninstructional Supplies and Materials	\$	1,117
	4600 - Printing and Copying	\$	4,000
		\$	-
		\$	-
	\$	-	

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT: Sector Navigator**

**SECTOR (If applicable): Small Business**

**DISTRICT: Solano County CCD**

**COLLEGE: Solano Community College**

**FISCAL YEAR: 2016/17**

**RFA NUMBER: 13-151**

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	FUNDS REQUESTED	
		<b>SB1402 (EWD)</b>	
		\$	<b>372,500</b>
	<b>Other Operating Expenses and Services</b>		
	5110 - Strategic Planning Consultant (Ryan's Nonprofits)	\$	<b>8,000</b>
	5110 - Social Media Communications Consultant	\$	<b>6,000</b>
	5110 - Small Business Educators Symposium & BP Pitch Coordinator	\$	<b>12,000</b>
	5150 - CVENT Event Management Annual Subscription Fee	\$	<b>7,665</b>
	5150 - Faculty Entrepreneurship Champion Minigrants (10 @ \$7,500 each)	\$	<b>75,000</b>
	5150 - Blue Jeans Videoconferencing System Annual Fee	\$	<b>1,800</b>
	5150 - Keynote Speaker for Small Business Educators Symposium	\$	<b>5,000</b>
	5150 - Professional Development Training Contracts for Faculty and DSNs	\$	<b>18,500</b>
	5150 - Web Designer Updates for Eship Educator Website	\$	<b>5,000</b>
<b>5000</b>	5150 - Reviewer Platform Annual Fee for Business Plan Pitch Competition	\$	<b>6,500</b>
	5210 - Travel (CCCAOE Conferences, NACCE, CBEA, GCC)	\$	<b>7,900</b>
	5210 - Travel (Sector Deep Dives, Extended Operations Team Mtgs, DSN Mtgs)	\$	<b>2,500</b>
	5220 - Mileage, parking, bridge tolls for local travel	\$	<b>1,800</b>
	5240 - Statewide Advisory Committee Meeting Expenses	\$	<b>2,000</b>
	5240 - Small Business Sector Meeting Expenses (DSN Meetings)	\$	<b>6,000</b>
	5240 - Meeting Expenses for Small Business Educators Symposium	\$	<b>15,000</b>
	5240 - Meeting Expenses for Contextualized Entrepreneur Curriculum Collaborative in San Diego September 15-16	\$	<b>5,000</b>
	5300 - Membership Dues (\$750 NACCE, \$60 CBEA)	\$	<b>810</b>
	5750 - Postage and Shipping	\$	<b>440</b>
	<b>Capital Outlay</b>		
<b>6000</b>		\$	-
		\$	-
	<b>Other Outgo</b>		
<b>7000</b>		\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	<b>358,174</b>
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	<b>14,326</b>
<b>TOTAL COSTS:</b>		\$	<b>372,500</b>

THIS FORM MAY NOT BE REPLICATED

PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

FISCAL YEAR: 2016/17

RFA NUMBER: 13-151

Funding Requires Dollar-for-Dollar Match

**APPLICATION BUDGET DETAIL SHEET  
MATCH**

Object of Expenditure	Classification	Match
<b>1000</b>	1100 <b>Academic Salaries</b> - Solano College Personnel in-kind contributions (President, VP Academic Affairs, CTE Dean, Associate Dean of Workforce Development)	\$ 8,000
	1200 <b>Instuctional Salaries</b> - An estimated 25 additional FTES generated statewide by Small Business Sector Related Courses @\$6,557/FTE due to Small Business Sector efforts	\$ 164,500
		\$ -
		\$ -
<b>2000</b>	2100 <b>Classified Salaries</b> - Solano College Personnel in-kind contributions (VP Finance & Administration, Associate VP Human Resources, Fiscal Services Manager, Accounting Manager, Purchasing Agent, Accounts Payable Technicians, Accounts Receivable Technicians, Foundation staff)	\$ 10,000
		\$ -
		\$ -
		\$ -
<b>3000</b>	3000 <b>Employee Benefits</b> - Solano College Personnel in-kind contribution @ 40% (STRS, PERS, FICA, Medicare, Disability, SUI, Workers Comp, Medical, Dental, Vision)	\$ 7,200
		\$ -
		\$ -
		\$ -
<b>4000</b>	4500 <b>Supplies and Materials</b> - Solano College in-kind contribution of copier paper, toner, office supplies.	\$ 600
		\$ -
		\$ -
		\$ -
<b>5000</b>	5110 Small Business Sector Advisory Board In-kind Contributions of Time	\$ 16,200
	5110 SBDC In-kind Contributions (Federal SBA Funds)	\$ 80,000
	5150 G0-BIZ DOD OEA Grant	\$ 40,000
	5240 Corporate Sponsors of Business Plan Pitch Competiton and Small Business Symposium	\$ 20,000
	5240 National Association for Community College Entrepreneurship (NACCE) in-kind contribution for Small Business Symposium and NACCE Conference	\$ 8,000
	5650 Solano College Contribution of office space, utilities, janitorial, phone system, mail courier, IT support, copier lease, furniture, and computers	\$ 18,000
<b>6000</b>		\$ -
		\$ -
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 372,500</b>
<b>TOTAL INDIRECT COSTS</b> (Not to Exceed 4% of Direct Costs):		
<b>TOTAL COSTS:</b>		<b>\$ 372,500</b>

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT: Sector Navigator**

**SECTOR (if applicable): Small Business**

**DISTRICT: Solano County CCD**

**COLLEGE: Solano Community College**

**FISCAL YEAR: 2016/17**

**RFA NUMBER: 13-151**

**Collaborative Regional Workplan Certification**

**In accordance with the 2016-17 required grant renewal process, I certify that I have conducted collaborative regional planning with other regional key talent to develop common workplan objectives (where possible), associated with the required common metrics of leading indicators and momentum points.**

**Print Name:** Charles D. Eason \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 1 \_\_\_\_\_  
 Convene education, business, and economic development partners, to identify the regional workforce development and business development needs of the Small Business Sector and then identify programs (or set of courses) that are in alignment with these needs.

**Common Metrics:**

**Select: Goal 1** Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Maintain statewide Small Business Sector advisory group consisting of small businesses, associations representing small businesses (e.g. CAMEO, Cal Chamber, NFIB), state agency representatives (e.g. Go-Biz Small Business Advocate, ETP, CalWIB), statewide chambers of commerce (e.g. CA Hispanic Chamber of Commerce, Cal Asian Chamber of Commerce), CA Small Business Development Center Council, and educators.	Statewide Small Business Sector Advisory Group provides input into Small Business Sector strategies (e.g. The advisory group will be involved in identifying strategies to implement recommendations of the Board of Governor's Task Force on Workforce, Job Creation and a Strong Economy)	July 2016 to June 2017	Sector Navigator AdvoosonyGroup Members
1.2	Assist Small Business DSNs with convening education and business in their regions by providing information on best practices identified across the state.	Each DSN convenes at least two meetings to convene business and education in each of the ten regions across the state.	July 2016 to June 2017	Sector Navigator DSNs
1.3	Conduct a statewide Small Business Educators Symposium co-sponsored with the National Association for Community College Entrepreneurship (NACCE) as an opportunity for professional development and to share best practices.	An estimated 200 educators, students, and business owners participate in the statewide Small Business Educators Symposium as a professional development opportunity and to learn about best practices related to the Small Business Sector.	February 2017	Sector Navigator DSNs NACCE VP of Membership

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 2 \_\_\_\_\_  
 Collaborate with education and economic development partners (K-12, CSUs, UCs, WIBs, Adult Education, etc.) to incorporate small business and entrepreneurship into career pathways.

**Common Metrics:**  
 Select: **Goal 3**  
**Secure employment, job retention, economic mobility, and living-wage earnings for community college CTE students in both short-term and long-term educational pathways**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Work with other state agencies such as the Governor's Office for Business (Go-Biz), California Workforce Investment Board (CWIB), Employment Training Panel (ETP), Department of General Services (DGS), etc. to develop programs related to the Small Business Sector.	The CCCC EWD Small Business Sector is recognized as a valuable partner in working with small businesses and potential funding is secured to leverage CCCC EWD funding.	July 2016 to June 2017	Sector Navigator
2.2	Participate as a member of the statewide advisory group for the California Department of Education Business Education Resource Group (BERG) on career pathway related activities linking K-12 to Community Colleges.	K-12 small business related career pathways are aligned with community college career pathways resulting in potential articulation agreements and a seamless path for students.	July 2016 to June 2017	Sector Navigator
2.3	Maintain and implement a MOU with the six California Small Business Development Center (SBDC) networks in the state.	MOU results in increased collaboration between CCCC EWD Small Business Sector and CA SBDC Program, reciprocal match is identified to secure federal and state funding.	July 2016 to June 2017	Sector Navigator SBDC Lead Center Directors

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 2 \_\_\_\_\_  
 Collaborate with education and economic development partners (K-12, CSUs, UCs, WIBs, Adult Education, etc.) to incorporate small business and entrepreneurship into career pathways.

**Common Metrics:**  
 Select: **Goal 3**  
**Secure employment, job retention, economic mobility, and living-wage earnings for community college CTE students in both short-term and long-term educational pathways**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Attend Educating for Careers Conference in Sacramento ( an estimated 1,800 K-12 teachers and Community College Instructors attend). Submit a presentation proposal to present at the conference.	One presentation proposal is submitted and accepted for the conference resulting in opportunity to share best practices	March 2017	Sector Navigator
2.5	Collaborate with economic development partners on grant opportunities that can supplement funding for the Small Business Sector.	A minimum of \$372,500 in match is secured for the Small Business Sector.	July 2015 to June 2016	Sector Navigator
2.6	Participate on the California Small Business Development Center (SBDC) Advisory Committees.	Identifications of opportunities where the California SBDC Program and California Community Colleges Small Business Sector can work together to serve small businesses in California.	July 2016 to June 2017	Sector Navigator

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 3 \_\_\_\_\_  
 Develop professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.

**Common Metrics:**

**Select: Goal 1** Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Conduct professional development train-the-trainer events for faculty to become certified in various small business and entrepreneurship curriculum (e.g. Kauffman Ice House Entrepreneurship, Kauffman Planning the Entrepreneurial Venture, The Planning Shop small business curriculum, and other programs identified through research during the year).	At least two professional development train-the-trainer events will be conducted for an estimated 60 faculty, teachers, and staff.	Oct 2016 Feb 2017 June 2017	Sector Navigator
3.2	Attend Fall and Spring CCCAOE Conferences and submit proposals to present with DSNs.	The CCCAOE will provide the opportunity for the Small Business Sector to share best practices via breakout sessions and networking with the rest of the Doing What Matters for Jobs and Economy network.	Fall 2016 Spring 2017	Sector Navigator DSNs
3.3	As part of the Regional Small Business Educators Symposium co-sponsored with the National Association for Community College Entrepreneurship (NACCE), develop professional development sessions and keynote presentation for the Small Business Sector.	Share best practices from activities conducted by the Small Business Sector by the DSNs, Faculty Entrepreneurship Mini-grant awardees, and NACCE.	Feb 2017	Sector Navigator DSNs NACCE VP Membership

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 3 \_\_\_\_\_  
 Develop professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.

---

**Common Metrics:**  
 Select: **Goal 1** Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Secure professional development guest speakers for monthly Small Business DSN meetings.	DSNs are made aware of resources that are available such as third party curriculum, contextualized modules, and professional development opportunities for faculty in their regions.	July 2016 - June 2017	Sector Navigator
3.5				
3.6				

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 4 \_\_\_\_\_  
 Help to expand credit, non-credit and/or not-for-credit small business and/or entrepreneurship curriculum (contextualized modules, courses, programs, certificates, degrees, incumbent worker training) that support the priority and emerging sectors identified for the region.

**Common Metrics:**

**Select: Goal 1** Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Provide technical assistance to DSNs and others in the network on development of credit, non-credit, and not-for-credit small business and entrepreneurship curriculum.	Projected 12 New Credit Courses 6 New Certificates 2 New Degree Program	July, 2016 to June 2017	Sector Navigator  DSNs
4.2	Issue an Request for Proposal (RFP) to fund ten \$7,500 Faculty Entrepreneurship Champion mini-grants.	10 Colleges are awarded a \$7,500 Faculty Entrepreneurship Champion Mini-grant to support the development of small business and entrepreneurship curriculum.	RFP Aug 2016  Awards Oct 2016  Completion June 2017	Sector Navigator  DSNs
4.3	Infuse and embed small business and entrepreneurship contextualized modules into existing CTE programs across the state.	Each region of the state has at least one existing CTE program where small business and entrepreneurship contextualized modules are infused.	July 2016 - June 2017	Sector Navigator

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 4 \_\_\_\_\_  
 Help to expand credit, non-credit and/or not-for-credit small business and/or entrepreneurship curriculum (contextualized modules, courses, programs, certificates, degrees, incumbent worker training) that support the priority and emerging sectors identified for the region.

**Common Metrics:**

**Select: Goal 1** Increase the number of community college CTE students who earn a certificate or degree that prepares them for the workforce

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Maintain and update a statewide curriculum sharing website/database where faculty can share best practice curriculum, modules, videos, books, website links and other learning resources used in teaching entrepreneurship.	Curriculum Sharing Website/Database is a resource on the Small Business Sector website.	Sept 2016	Sector Navigator Web Designer
4.5	Conduct a Contextualized Entrepreneur Curriculum Collaborative to convene CTE and Business faculty from across the state to work on model curriculum integrating small business and entrepreneurship with CTE programs.	An estimated 50-60 faculty participate in the collaborative and generate at least five model curriculum programs that can be replicated across the state.	Sept 2016	Small Business SN CTE and Business Faculty DSNs
4.6				

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 5 \_\_\_\_\_  
 Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector efforts.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Provide technical assistance to DSNs on implementation of LaunchBoard 2.0 and the Data Unlocked Initiative.	DSNs are trained on the use of LaunchBoard so that they can assist their regions in doing a gap analysis (supply, demand and wage data) for the \$200 million in proposed CTE funding.	July 2016 to Dec 2016	Sector Navigator
5.2	Work with DSNs to identify a common set of objectives and metrics that will be tracked for the Small Business Sector.	Each DSN will incorporate sector specific common metrics that they will be tracking and measuring results for inclusion in their FY 17-18 renewal grants.	March 2017	Sector Navigator DSNs
5.3	Produce an annual report documenting the impact of the EWD funded Small Business Sector programs.	Annual report will disseminated as appropriate to internal and external partners and be uploaded to the Small Business Sector Website.	June 2017	Sector Navigator

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** 6  
 Promote Experiential/Work-based Learning Opportunities (Business Plan Pitch Competitions, Virtual Entrepreneurship, Job Readiness, Internships, Apprenticeships, Student Run Businesses, Service Learning, Job Shadowing, Mentorships, etc.)

**Common Metrics:**  
 Select: **Goal 3**  
**Secure employment, job retention, economic mobility, and living-wage earnings for community college CTE students in both short-term and long-term educational pathways**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Conduct a third annual "Get a Taste of Success" statewide Business Plan Pitch Competition to provide an opportunity for students to learn by doing.	An estimated 100 students participate in the Business Plan Pitch Competition.	Regional Competition 4/17 Statewide Competition 5/17	Sector Navigator Deputy Sector Navigators
6.2	Work with the Foundation for California Community Colleges to expand small business participation in the LaunchPath internship program.	Achieve a 25% increase in small business participation in the LaunchPath internship program.	June 2016- July 2017	Sector Navigator FCCC LaunchPath Rep
6.3	Participate on a college/university panel at the 5th Annual Global Crowdfunding Convention in Las Vegas October 15-17. Also support the winner of the Business Plan Pitch Competition Community College Division in staffing a mini-booth and pitching at the convention.	The winner of the Business Plan Pitch Competition Community College Division has an opportunity to pitch at the convention and raise funds for their business. This will provide positive publicity for the Small Business Sector program.	October 15-17, 2016	Sector Navigator

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** \_\_\_\_\_ 7 \_\_\_\_\_  
 Provide technical assistance and logistical support to the Chancellor's Office, Deputy Sector Navigators, Regional Consortia, and Technical Assistance Providers to support the California Community Colleges Doing What Matters for Jobs and the Economy Framework.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Conduct monthly web conference meetings with the ten Small Business Deputy Sector Navigators.	Common objectives and activities are coordinated with Small Business Key Talent.	Monthly on Third Thurs	Sector Navigator Small Business DSNs
7.2	Host semi-annual Small Business Sector meetings with Small Business Deputy Sector Navigators.	Completion of updated strategic plan for Small Business Sector and coordination of activities related to the strategic plan.	October, 2016 March, 2017	Sector Navigator DSNs
7.3	Provide phone and email support to Small Business Deputy Sector Navigators.	Deputy Sector Navigators effectively complete their individual work plans.	July 2016 - June 2017	Sector Navigator

PROJECT: Sector Navigator  
 SECTOR (If applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** 7  
 Provide technical assistance and logistical support to the Chancellor's Office, Deputy Sector Navigators, Regional Consortia, and Technical Assistance Providers to support the California Community Colleges Doing What Matters for Jobs and the Economy Framework.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.4	Participate in quarterly Extended Operation Team and Deep Dive meetings.	100% attendance at all Extended Operations Team and Deep Dive Meetings.	1st Qtr FY 16-17 2nd Qtr FY 16-17 3rd Qtr FY 16-17 4th Qtr FY 16-17	Sector Navigator
7.5	Contract with graphic design firms and printers to update marketing materials for Small Business Sector.	Marketing Collateral (Flyers, Brochures, Fact Sheets, Banners) distributed to DSNs for use in marketing the Small Business Sector.	Jan 2017 - Apr 2017	Sector Navigator
7.6	Update and maintain Small Business Sector Website. Website will have resources for educators, business, and students.	Website is maintained with up-to-date, relevant information developed in consultation with the Small Business DSNs. The website will include an interactive map of small business resources.	July 2016 - June 2017	Sector Navigator Small Business DSNs

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** 7  
 Provide technical assistance and logistical support to the Chancellor's Office, Deputy Sector Navigators, Regional Consortia, and Technical Assistance Providers to support the California Community Colleges Doing What Matters for Jobs and the Economy Framework.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.7	Provide meeting logistics for monthly Small Business DSN meetings, semi-annual meetings with Small Business DSNs, and Statewide Small Business Educators Symposium, and Contextualized Entrepreneur Curriculum Collaborative.	Online or in-person venues are available for monthly, semi-annual, and annual Small Business Summit.	Monthly on Third Thurs September, 2016 March, 2017 June, 2017	Sector Navigator
7.8	Provide technical assistance to DSNs on securing matching funds for their regional DSN projects.	DSNs secure additional funding to leverage their base \$200,000 in SB1402 funding.	July 2016 - June 2017	Sector Navigator DSNs
7.9				

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** 8  
 Identify Short-term and Long-term Programmatic Priorities for the Small Business Sector.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.1	Contract with a strategic planning consultant to assist with the development of a strategic plan for the Small Business Sector	Process for developing a strategic plan is developed with the assistance from the strategic planning consultant.	July 2016	Sector Navigator Strategic Plan Consultant
8.2	Conduct a two-day strategic planning retreat to update and revise the Small Business Sector strategic plan.	A draft strategic plan with key strategy areas is developed in consultation with the Small Business Deputy Sector Navigators.	Nov 2016	Sector Navigator Strategic Plan Consultant DSNs
8.3	Seek input from Small Business Sector statewide advisory group on programmatic priorities for the Small Business Sector.	Strategic plan for Small Business Sector is vetted by key stakeholders, partners, and small businesses.	Dec 2016	Sector Navigator SB Sector Advisory Board

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

**Objective:** 8  
 Identify Short-term and Long-term Programmatic Priorities for the Small Business Sector.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.4	Work with Small Business Deputy Sector Navigators on the development of their FY 17-18 work plans to ensure they are in alignment with the strategic plan, programmatic priorities for the Small Business Sector, and Regional Consortia priorities.	Completed FY 17-18 work plans for all ten Small Business Deputy Sector Navigators that include both common statewide objectives for the Small Business Sector and common objectives aligned with Regional Consortia priorities.	April 2017	Sector Navigator Regional Consortia DSNs
8.5				
8.6				

PROJECT: Sector Navigator  
 SECTOR (If applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

Objective: 9  
 Act as sector expert and first point of contact for the Small Business Sector.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.1	Act as first point of contact for the Small Business Sector and refer inquiries to the appropriate entities or resources related to the Small Business Sector.	Inquiries are responded to in a timely matter resulting in referrals to the appropriate entities or resources related to the Small Business Sector. The Quality of Service indicators will be the primary way of measuring performance.	July 2016 to June 2017	Sector Navigator
9.2	Maintain membership in National Association for Community College Entrepreneurship (NACCE) and attend the annual NACCE conference in Sacramento.	Identification and dissemination of best practices related to Small Business Sector.	October 2016	Sector Navigator
9.3	Attend annual Small Business Development Center (SBDC) legislative conference.	Secure and maintain good working relationships with the six California SBDC programs	February 2016	Sector Navigator

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 FISCAL YEAR: 2016/17  
 RFA NUMBER: 13-151

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

Objective: 9  
 Act as sector expert and first point of contact for the Small Business Sector.

**Common Metrics:**  
 Select: **Goal 4 Support economic development**

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.4	Attend California Business Education Association (CBEA) Fall Conference in San Jose.	Contacts developed with K-12 Business Teachers and Community College Business Faculty.	November 2016	Sector Navigator
9.5				
9.6				

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: PERSONAL SERVICE CONTRACTS FOR CONTINUING  
EDUCATION

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

This item is seeking approval from the Board for the following instructors to teach Community Education classes July 2016 - June 2017.

Attached is the list of the instructors and the subjects they will be teaching.

Please see page 2.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 78021</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: Unknown at this time</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

Kelly Penwell, Associate Dean  
Workforce Development

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-863-7808

**TELEPHONE NUMBER**

Leslie Minor, Ph.D.

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**CELIA ESPOSITO-NOY, Ed.D.**  
Superintendent-President

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**SUMMARY:**

**Continued:**

If the instructors satisfy the number of students needed to hold the class, the agreement is the following: Continuing Education Department to charge the instructor 10% of the gross revenue received from the class; the remainder revenue will be (50/50) split between the instructor and the Continuing Education Department. The fiscal impact is unknown until the classes have taken place. Classes will be cancelled if the minimum number of students is not achieved.

Instructor	Course Subject
Ackman, James	Auto Body
Adney, Curtis	Test Taking
Alums, Rhuenette	Public Speaking
Brioda, Dave	Harmonica
Busse, Dohm	Boating Safety
Dvorak, Robert	Drawing and Painting
Fair, Paul	LEED
Graham, Pam ABC Health	CPR Healthcare providers
Humbert, Robert	Handgun Education
James, Keith	Social Security
Johnson, Anita R.	Quick Books
Johnson, Victor	Book writing
Juliano, Kristy	Choral
Karlsson, Karen	Art
Krusemark, LeeAnn	Business Ideas
Larkin, Pat	Real Estate
Laughlin, Robert	Piano
McGarry, Susan	Fused Glass
McKeown, Charlotte	First Aid
Miller, Jerry	Business Ideas
Moran, Elaine	Mystery Shopper
Moszee, Alicia	3 D printing
Pegg, Aurelio	Self Defense and Fitness
Racine, Warren	Business Ideas
Reiter, Gayla	Reincarnation
Rosengren, Kathy	Travel course
Santos, Ramon	Biblical Theology
Smith, Derek	Steel Drums
Torr, Jeff	Inter. Guitar
Voices for all	Voice over
Watanabe, Gene	Whittling
Williams, Wayne	Auto Resale

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: EDUCATIONAL AGREEMENT BETWEEN SOLANO COUNTY OFFICE OF EDUCATION AND SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION:

- Information OR  Approval
- Consent OR  Non-Consent

SUMMARY:

An agreement between Solano Community College District and SCOE for special educational services is being presented to the Governing Board for approval. SCCD will provide EXCEL training to SCOE employees.

Please see page 2.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$3196.00 Income

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Kelly Penwell, Associate Dean  
Workforce Development  
PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS

707-863-7808  
TELEPHONE NUMBER

Leslie Minor, Ph.D.  
VICE PRESIDENT APPROVAL

July 8, 2016  
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.  
Superintendent-President

July 8, 2016  
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

**SUBJECT: EDUCATIONAL AGREEMENT BETWEEN SOLANO  
COUNTY OFFICE OF EDUCATION AND SOLANO  
COMMUNITY COLLEGE DISTRICT**

**SUMMARY:**

**Continued:**

The District will develop, coordinate, deliver, and evaluate the training. Training will take place in Summer 2016 specific dates TBD. Instruction/training will be delivered at Solano Community College.

SCCD will provide the following courses: EXCEL Basics, Continuation, EXCEL Basics, Intermediate EXCEL, Continuation, Intermediate EXCEL, Advanced EXCEL session 1, Advanced EXCEL session II, and Advanced EXCEL session III.

The client fee for each 2 hour EXCEL Basic course is \$398.00, and the client fee for each 2.5 hour Intermediate EXCEL course is \$525.00 and the client fee for each 2 hour Advanced EXCEL course is \$450.00. Additional hours can be provided upon request at the above quoted rates. This contract is for \$3196.00.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development. Approval is requested at this time.

# Acceptance

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Acceptance of the scope of work defined by the submitted proposal may be made by signing below and returning by mail or fax to:

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

Should you decide to accept the services as described in the proposal already sent to you, simply identify the service(s) selected and sign the acceptance line on the next page. If modifications are requested to the proposal, please describe the modifications to this proposal/bid in the space that follows.

Recap of the proposal

## **Workshop 1 (Total four hours)**

### ***Session 1 (2-Hour Module)***

#### **EXCEL Basics**

- Understanding the toolbar
- Basics of cell reference
- Create your first EXCEL workbook
- Inserting, deleting and adjusting cells
- Basic mathematical functions
- Search and replace data
- Proofreading
- Printing

### ***Session 2 (2-Hour Module)***

#### **Continuation, EXCEL Basics**

- Freezing or locking panes
- Create a chart
- Modifying fonts and colors
- Margins
- Applying borders, colors, and shades
- Merging
- Reusing equations and data

**TOTAL INSTRUCTIONAL COSTS EACH COHORT OF EXCEL BASICS \$796.00**

**4 hours times \$199**

**Additional hours can be provided upon request for \$199.00 per hour**

## **Workshop II**

### **Session I (2.5-Hour Module)**

#### **Intermediate EXCEL**

- Adding and subtracting time
- =SUM, AVG, AVERAGEIF, and other useful functions
- Headers and footers
- Sorting and filtering data
- Auto and flash fill

### **Session II (2.5-Hour module)**

#### **Continuation, Intermediate EXCEL**

- Conditional formatting
- Vlookup
- Simplifying data
- Advanced charts
- Password protection

**TOTAL INSTRUCTIONAL COSTS EACH COHORT OF Intermediate EXCEL \$1050**

**5 hours times \$210.00**

**Additional hours can be provided upon request for \$205.00**

## **Workshop III**

### **Session I (2 hours)**

#### **Advanced EXCEL**

Understanding the EXCEL data model

Advanced If functions

Array formulae

### **Session II (2 hours)**

#### **Advanced EXCEL**

Create and managing drop down lists

Advanced Printing techniques

Working with macros

### **Session III (2 hours)**

#### **Advanced EXCEL**

Create a pivot table and analyze your data

Understanding Power Pivot

**TOTAL INSTRUCTIONAL COSTS EACH COHORT OF Intermediate EXCEL \$1350**

**6 hours times \$225.00**

**Additional hours can be provided upon request for \$225.00**

Quoted rates include instruction by a Microsoft Office Certified Trainer. There is an option to have a qualified instructor who is not certified by Microsoft. Rates for a non-certified instructor would be discounted by thirty percent of the quoted price.

The Solano College Workforce Development Office is both understanding of, and sensitive to the fact that while we may have full groups of twelve, after multiple offerings there may be a smaller group who need to complete. After the completion of at least two full groups, we will work in good faith to reduce the cost of training any partial groups.

Special Modifications or Instructions (to be completed by client if needed):

[Empty box for special modifications or instructions]

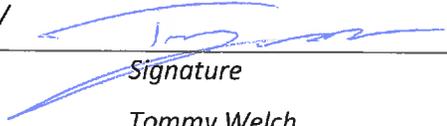
Both parties agree to the proposal as outlined herein. Any modifications to the agreement shall be clearly defined with both parties in agreement as witnessed by signed documentation.

By signing below, both parties agree to work together in good faith toward the successful execution and implementation of the products and services as outlined herein.

The terms, conditions and pricing options within this proposal shall be good from July 1, 2016 to June 30, 2017.

**Solano Community College District  
Workforce Development Center**

**Solano County Office of Education**

<i>Signature</i>	<i>/ /</i>		<i>6/19/16</i>
<i>Celia Esposito-Noy, Ph.D.</i>	<i>Date</i>	<i>Tommy Welch</i>	<i>Date</i>
<i>Printed Name</i>		<i>Printed Name</i>	
<i>Superintendent-President</i>		<i>Associate Superintendent, Admin Services &amp; Ops</i>	
<i>Title</i>		<i>Title</i>	

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT AND  
SOLANO COMMUNITY COLLEGE DISTRICT FOR  
EARLY COLLEGE HIGH SCHOOL

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

This MOU between Solano Community College District and Fairfield-Suisun Unified School District for Early College High School program is being presented to the Governing Board for approval.

SCCD will provide operation of an Early College High School located on the Fairfield campus of Solano Community College starting in the Fall of 2016.

Please see page 2.

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: EC 1130 Board Policy: Estimated Fiscal Impact: NA.

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Kelly Penwell, Associate Dean  
Workforce Development

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-863-7808

**TELEPHONE NUMBER**

Leslie Minor, Ph.D.

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

CELIA ESPOSITO-NOY, Ed.D.  
Superintendent-President

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**SUMMARY:**

**Continued:**

This (MOU) is made between Solano Community College District (SCCD) and Fairfield-Suisun Unified School District (FSUSD).

Fairfield Suisun Unified School District is a California K-12 public school district located in Fairfield CA, in Solano County.

Solano Community College District (“SCCD”) is a California Community College District located in Solano County, CA. SCCD governs and operates Solano Community College (“SCC”), located at 4000 Suisun Valley Road, Fairfield, CA 94534 (Main campus).

Both parties mutually agree to work together through a collaborative partnership to operate an ECHS on the Fairfield campus of Solano Community College.

The parties will develop a program plan to include the opportunity for students to obtain an AA/ATT degree and/or Certificate, in addition to a high school diploma by the end of the student’s twelfth grade year of high school. This plan will include students taking one or two college courses during grade nine and ten, and taking three to four college courses during grade eleven and twelve.

The high school courses will be taught by FSUSD teachers and college courses will be taught by SCCD teachers. The parties will work to establish a scheduling plan, a professional development plan based on needs, availability of facilities and resources and plan flexible structures that provide orientation, as well as academic, personal and social support to High School students.

A fiscal plan will be developed collaboratively to determine and address the costs of operating the program and delineate the financial obligations of the respective parties as well as any associated costs that will be borne by the High School students and their parents.

This agreement will be in effect through June 30, 2018. By June 30<sup>th</sup> of each year thereafter, the parties will annually review the 2 year agreement.

Additional terms and conditions are included on the MOU.

A copy of the MOU is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development.

Approval is requested at this time.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOLANO COMMUNITY COLLEGE AND  
FAIRFIELD-SUISUN UNIFIED  
SCHOOL DISTRICT  
CONCERNING**

**EARLY COLLEGE HIGH SCHOOL AT  
SOLANO COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) is made between Solano Community College District ('SCCD) and Fairfield-Suisun Unified School District ("FSUSD"). Solano Community College District and Fairfield-Suisun Unified School District mutually agree to the following:

WHEREAS, Early College High Schools are small high schools located on college campuses for students who are prepared for student in an environment which promotes learning, and which provides curricula that allows students to complete high school and earn college credit:

And

WHEREAS, Early College High Schools prepare high school students for successful educational futures through a full integration of high school, college and careers. Additionally, the program goal is to improve academic performance and self-concept, and increase high school and college/university completion rates;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually pledge their commitment to work together through a collaborative partnership to operate an ECHS, which started in the fall of 2014 and is continuing under this agreement in the fall of 2016 for a period of 2 years on the premises of SCCD's Fairfield Center campus, located at 4000 Suisun Valley Road, Fairfield, California, as follows:

1. **GOVERNANCE STRUCTURE:** Structures and processes will be designed to ensure district, state, and federal policies and requirements are followed; day-to-day ECHS management, decision-making authority, and staff responsibilities will be clearly delineated: and that the ECHS will be fully integrated into the college structure. This will include processes to address student behavior.
2. **PLANNING AND IMPLEMENTATION:** The faculty of FSUSD and SCCD will be active participants in the planning, implementing, and assessing the ECHS program. Planning and implementation activities will be conducted collaboratively.
3. **PROGRAM DESCRIPTION:** The Fairfield-Suisun Early College High School program will be designed to prepare students for college success by providing them rigorous coursework and college classes beginning in the ninth grade. Qualifying students will take high school and degree-applicable college courses at Solano

Community College. Some high school courses may be offered at the high school campus.

The anticipated student outcomes include the following:

- To create a bridge between high school, community college and university
- To prepare the students to earn a diploma from a fully-accredited college preparatory program
- To provide students with the opportunity to earn a community college degree (AA) or up to 60 transferable college credits during four years of high school enrollment
- To prepare and support students for success in college courses

4. **PROVISION OF HIGH SCHOOL AND COLLEGE-LEVEL COURSES:** In collaboration with SCCD, FSUSD will develop learning outcomes, a college-readiness curriculum, and assessments that will provide a supportive, yet rigorous, academic program that integrates motivational techniques and learning behaviors with innovative teaching that emphasizes academic skill building and career development.
5. **PROGRAM PLAN:** FSUSD and SCCD will develop a program plan whereby the students will have the opportunity to complete an AA/ATT degree and/or Certificate, in addition to a high school diploma by the end of the student's twelfth grade year of high school. The plan will include taking one or two college courses each year during grades nine and ten, subsequently taking three to four college courses during grades eleven and twelve.
6. **SELECTION CRITERIA:** The parties will work collaboratively to create and implement the student selection criteria. Criteria will include review of academic assessment results, behavior, and attendance.
7. **FACULTY AND STAFF:** High school courses will be taught by FSUSD teachers and college courses will be taught by SCCD teachers. FSUSD and SCCD will develop a scheduling plan. FSUSD and SCCD will work collaboratively to create and implement a professional development plan based on the identified needs.
8. **FACILITIES:** Joint planning will occur to ensure that classroom and office facilities, including available instructional and non-instructional resources, will be available on the college campus.
9. **ENROLLMENT IN COLLEGE COURSES:** High School student schedules, and FSUSD and SCCD calendars, will be aligned to allow students to enroll in college-level courses. Processes will be developed for the High School students to participate in the matriculation, enrollment, drop/add, and withdrawal processes prescribed by the SCCD.

10. **COMPREHENSIVE STUDENT SUPPORT:** The parties will work collaboratively to plan flexible and innovative structures that provide orientation, as well as academic, personal, and social support to High School students.
11. **FINANCES:** FSUSD and SCCD will work collaboratively on the development of a fiscal plan to determine and address the costs of operating the ECHS program, and to delineate in a written agreement the financial obligations of the respective parties as well as any associated costs that will be borne by High School students and their parents. Such an agreement will include arrangements regarding fees, high school and college textbooks, and supplemental materials.
12. **TITLE 5:** FSUSD and SCCD will work collaboratively to ensure that all college courses are open to the general public as required by Education Code 76002 and Senate Bill 338.
13. **INDEMNIFICATION:** To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless all agents, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgements, fines, penalties, settlements, costs, and charges, including, without limitation, attorney's fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by SCCD or FSUSD and its' employees, subcontractors, agents, representatives or assigns (collectively, "SCCD or FSUSD Agents") in the performance or non-performance of the professional services required to be performed by SCCD and FSUSD under the Agreement; or (c) the District's enforcement of its rights under this indemnity provision.
14. **TERM AND RENEWAL:** Upon execution of the agreement, terms will be effective through June 30, 2018. By June 30<sup>th</sup> of each year thereafter, the parties will annually review the 2-year agreement.
15. **TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement by both parties. SCCD and FSUSD reserve the right to terminate this MOU upon service of written notice to the other party. In this event, the date of termination will be the day after the end of the semester during which the 90 day calendar day period expires. If mutually agreed to by SCCD and FSUSD, the MOU can be terminated immediately.

**IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed on this \_\_\_\_\_ date of \_\_\_\_\_.**

**SOLANO COMMUNITY COLLEGE**

\_\_\_\_\_  
Celia Esposito-Noy, Ed.D.  
Superintendent-President  
Solano Community College District

\_\_\_\_\_  
Date

**FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
KRIS COREY,  
Superintendent  
Fairfield-Suisun Unified

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Henson  
Assistant Superintendent Business Services

\_\_\_\_\_  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND THE  
BAY AREA MODEL’S GUILD

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Solano Community College District has contracted with Bay Area Models Guild (BAMG) for professional live modeling services for art classes (e.g., ART 014, Life Drawing) and workshops since Fall 2012. By pre-paying for services, the College receives a discounted hourly rate. This agreement will extend the contract with BAMG through July 31, 2018.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$6,600</i>
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**SUPERINTENDENT’S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Rachel Smith, Interim Dean  
School of Liberal Arts

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-5757

**TELEPHONE NUMBER**

Leslie Minor, Ph.D.

**VICE PRESIDENT APPROVAL**

July 8, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

MEMORANDUM of UNDERSTANDING  
between  
SOLANO COMMUNITY COLLEGE DISTRICT,  
on behalf of the SCHOOL OF LIBERAL ARTS  
of SOLANO COMMUNITY COLLEGE,  
and the  
BAY AREA MODEL'S GUILD

This Memorandum of Understanding (also know as the "MoU" or the "Agreement") is entered into this 21st day of July, 2016 by and between the Bay Area Models' Guild (a.k.a. "BAMG" or "Guild") and the Solano Community College District (a.k.a "SCCD" or "District") on behalf of the School of Liberal Arts (a.k.a "School") of Solano Community College (a.k.a. "SCC" or "College").

**RECITALS**

A) This is the third Agreement between SCCD and the BAMG for providing models for art classes.

**MEMORANDUM of UNDERSTANDING**

- 1) **Term:** The term of this Agreement shall be August 1<sup>st</sup>, 2016 through July 31<sup>th</sup>, 2018.
- 2) **Providing Models for Art Classes:** The Guild shall provide models for classes & workshops for the School as requested by the School, whether the School's classes & workshops are held on SCCD property or elsewhere.
- 3) **Client Guidelines of the Bay Area Models' Guild:** The Guild's *Client Guidelines* are incorporated herein (see Attachment A) and are agreed to by the School, the District and the Guild, apart for the expectations and modifications of these guidelines noted elsewhere in this Agreement.
- 4) **Scheduling Bookings:** The School will notify the Guild of its modeling needs in accordance with the attached *Client Guidelines* [see Attachment A, item 1) *Scheduling Bookings*]. If photography or video of the model is needed for a particular booking, the Guild's Booking Coordinator **must** be told those details at the time of the request. When and if one model must substitute for another the Guild shall inform the School instructor at least 24 hours before the scheduled session, if reasonably possible.
- 5) **Props, Costumes & Model Stands:** The management and care of the School's props, costumes and model stands will remain a responsibility of the School. Guild models may use these props, costumes and model stands as needed in the normal performance of their modeling services for the School. Guild models may also bring their own props and costumes as appropriate. If a School instructor needs a model for a specific School costume those details must be told to the Guild's Booking Coordinator when requesting the booking (so an appropriate model can be scheduled).
- 6) **Independent Contractor Status:** The District and the Guild agree that the Guild is an independent contractor and not an employee of the College nor the District. Models sent by the Guild to classes and workshops for the School are independent contractors associated with the Guild and are neither employees of the College, the District nor the Guild.
- 7) **Indemnification:** The Guild will require each Guild member that is scheduled to work at the College to sign a one-time release (see Attachment D) on behalf of the District that will be filed with the School prior to a Guild member providing modeling services to the college. This release (approved by the District) is intended to cover the entire District. The Guild will send this model-

signed form on to the School prior to the scheduled booking. The School will give the model a completed District-signed copy at or before that model's first scheduled booking at the College.

**8) Payments & Billing: a) Invoicing:**

**i) The District has two payment options:**

*Option One:* The District can pay for all its planned model related expenses *in advance* at the beginning of each academic session (fall, winter/spring, summer and any possible inter-sessions). If this option is chosen, the District shall transfer to the Guild at the beginning of each academic session an amount it estimates will cover the cost of modeling fees plus the cost of the model payment series provided by the Guild [detailed in sub-section **iii**)] for that session. The District will increase the amount in a timely manner held by the Guild for any given session if it appears there will be a shortfall. The Guild can and will provide an invoice at the beginning of each session for the planned model needs for that upcoming session, if requested (if that paperwork is helpful to the District). If Option One is chosen but not paid in a timely manner or if there is a shortfall, then Option Two will be the default option and course of action. If this option is in effect the rates are as shown on Client Rate Sheet A (see Attachment B).

*Option Two:* The District can (or must) pay on a monthly basis. The Guild will send an invoice about the 20<sup>th</sup> of each month to the School for services rendered for the previous month. If this option is in effect, the rates are as shown on Client Rate Sheet B (see Attachment C)

For either option, the District will pay each invoice in full within one month of receiving it. The Guild will pay the models each month for the School's funds held by the Guild. The Guild will provide the School with a monthly account and activity report of those funds.

**ii)** The District agrees that it will pay the appropriate hourly rates as listed on the Guild's rate sheet A or B, incorporated herein (see Attachment B and C), for modeling services performed by Guild models for the School. The Guild reserves the right to change its rates, but agrees to give the District at least one-year advance notice of any change in rates. It is agreed that any rate change would be in effect no earlier than August 2018. It is also agreed that there will be a minimum modeling assignment of three hours for each modeling session. Longer sessions are O.K. and are determined by the needs of the School. Neither the District nor the Guild are responsible for travel and other related expenses incurred by models in the normal performance of their services as models and independent contractors. Bookings made with Guild models below Guild rates and hourly minimum will not be honored nor compensated by the Guild. The Guild will only compensate modeling services rendered by BAMG member models that are booked through the Guild.

**iii)** In addition to modeling fees, there will be a Service Fee of 6% of all billable modeling fees for the model payment services provided by the Guild added to each invoice or deducted from the School's account depending on which payment option is implemented. These services include, for each model: Collection of the appropriate paperwork from new models, making the appropriate payments for their modeling services and producing the required 1099's each January.

**iv)** The District shall be responsible for any late fees and penalties if payment of any invoice is delayed. Payments from the district are credited to the School's account to the month in which they are deposited regardless of when the check was written or sent; payments once received will be promptly deposited by the Guild. Unpaid invoices more

than one month late (two months from the date of the invoice) are subject to a 15% Late Payment Fee (simple interest) for each full month or portion of a month the late debt is unpaid. In addition, excessive or unusually large negative account balances are subject to a \$50 per month Negative Account Balance Fee as long as the excessive or unusually large negative account balance is maintained. *(To avoid the Negative Account Balance Fee it is recommended, but not required, that the District keep a sum on account with the Guild that is slightly larger than the amount it plans on spending on modeling fees during the busiest model-use month of the year, plus 5% of that amount for the model payment services noted above, if Option Two above is the invoicing method being implemented. The busiest model-use month is the month with the most model hours booked. If Option One above is the invoicing method being implemented, it is unlikely the Negative Account Balance Fee will ever come into play.)*

**v)** The Guild may waive some or all of the fees as detailed in sub-sections **ii)** and **iv)** above in unusual or special circumstances.

**b)** Any unspent money in the School's account held by the Guild at the end of each month will be carried over and credited to the School's account for use at the beginning of the next month. In the advent of a lengthy period of time (more than two months) between academic sessions (fall, winter/spring, summer and any possible inter-sessions) when no models are required by the School, the Guild shall return any unspent money to and at the written request of the District.

**c)** As defined in item **5)** *Too-Lates & No-Shows* of the *Client Guidelines* (see Attachment A), if a model is "too-late" or "no-shows" (whether or not a replacement can be found for that booking), instead of the free model at a later date, a credit for a free model (equal to the cost in model fees for the affected booking) will be applied to the School's account at the expense of the Guild. This is contingent upon the instructor for who the model no-showed, reporting the no-show to the Guild's Booking Coordinator and/or the School's Guild liaison (who then must report it to the Guild's Booking Coordinator).

**d)** Sections **a)** thru **b)** above [in this item **8)** *Payments & Billing*] supersede item **6)** *Payment Policy* of the *Client Guidelines* (see Attachment A). Section **c)** only modifies **5)** *Too-Lates & No-Shows* of the *Client Guidelines* (see Attachment A) with otherwise still applies.

**9)** **Termination:** **a)** In the event that the District (which includes the School) or the Guild fails to perform any of the obligations under this Agreement, this Agreement may be terminated by the other party, which shall be effective after two months' written notice [as described in item **15)** *Written Notice* below] to the other party. Any money still held by the Guild that is not payable to models or the Guild for services rendered shall be returned to the District within one month after the effective termination date.

**b)** This item **9)** is in addition to item **16)** *Relationship Termination* of the *Client Guidelines* (see Attachment A).

**10)** **Non-waiver:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**11)** **Assignment:** Neither party has any authority to assign this Agreement without the written consent of the other party.

**12) No Authority to Bind:** Neither party has any authority to enter into contracts or agreements on behalf of the other. This Agreement does not create a partnership between the parties.

**13) Declaration by Contractor:** The Guild declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**14) Severability:** If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

**15) Written Notice:** a) All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid and addressed to:

Solano Community College District  
Yulian Ligioso, CPA  
Vice President, Finance &  
Administration  
Solano Community College  
4000 Suisun Valley Rd.  
Fairfield, CA 94534-3197

Bay Area Model's Guild  
c/o Edna Rivera  
BAMG Treasurer  
2340 Powell St., #254  
Emeryville, CA 94608

b) Either party by a written notice to the other party may change the address of notice or the names of the person or parties to receive written notice.

**16) Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of the Agreement shall be in Fairfield, CA

**17) Non-Discriminatory Employment Practices:** It shall be the policy of the SCCD and the BAMG with respect to the implementation of this Agreement to provide equal employment opportunities (including work assigned to independent contractors) without regard to race, color, national origin, ethnicity, religion, age, gender, marital & military status, sexual & gender orientation, and physical & mental disability.

**18) Entire Agreement/Modification:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the date specified immediately adjacent to their signatures below.

For SCCD

For the BAMG

By:

By:

---

---

Celia Esposito-Noy, Ed.D.

Jo Biasi

Superintendent-  
President

BAMG Bookkeeper

Date:

Date:

---

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

**TO: Members of the Governing Board**

**SUBJECT: STUDENT HEALTH SERVICES CONTRACT BETWEEN  
 THE COUNTY OF SOLANO AND THE SOLANO  
 COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION:**

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

**SUMMARY:**

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A - Scope of Work
- Exhibit B - Budget Detail and Payment Provision
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	\$220,591.00
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Gregory S. Brown  
 Vice President, Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7159

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**



**County of Solano  
Standard Performance Contract**

*For County Use Only*  
**CONTRACT NUMBER:**  
 00032-17  
 (Dept., Division, FY, #)  
 H&SS/PH  
**BUDGET ACCOUNT:**  
 7834  
**SUBJECT ACCOUNT:**  
 9604

1. This Contract is entered into between the County of Solano and the Customer named below:  
Solano Community College

CUSTOMER'S NAME

2. The Term of this Contract is:  
August 1, 2016 to May 30, 2017

3. The maximum amount of this Contract is:  
\$220,591

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on \_\_\_\_\_, 2016.

CUSTOMER	COUNTY OF SOLANO
<p>Solano Community College</p> <hr/> <p>CUSTOMER'S NAME</p>	<p>Gerald R. Huber, Director <span style="float: right;">DATED</span></p> <hr/> <p><u>Health and Social Services Department</u> TITLE</p>
<p>SIGNATURE _____ DATED _____</p> <hr/> <p>PRINTED NAME AND TITLE</p>	<p><u>275 Beck Avenue, MS 5-200</u> ADDRESS</p> <hr/> <p><u>Fairfield</u> <span style="float: right;"><u>CA</u> <u>94533</u></span> CITY <span style="float: right;">STATE ZIP CODE</span></p>
<p>4000 Suisun Valley Road</p> <hr/> <p>ADDRESS</p>	<p>Approved as to Form:</p> <hr/> <p>COUNTY COUNSEL</p>
<p>Fairfield CA 94534</p> <hr/> <p>CITY STATE ZIP CODE</p>	

Rev. 12/17/09

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**1. STAFFING REQUIREMENTS; FINANCIAL AGREEMENTS; HOURS OF OPERATION**

- A. The County shall provide a public health nurse ("PHN") and a PHN, Senior (SR.) for the administration and operation of the Student Health Center for Solano Community College, ("College"). The PHN and PHN, SR. will be selected at the discretion of the County, and will be a regular employee of the County of Solano. The College shall provide input in the selection of the PHN. The PHN and PHN, SR. selected by the County shall remain under the direction and supervision of the County.
1. The PHN selected by the County to administer the Student Health Center shall possess the following credentials and experience:  
a baccalaureate degree in nursing; a current California registered nurse's license; a PHN certificate from the State of California; at least one (1) years' experience public health nursing; and possess a current valid California driver's license.
  2. Other nursing personnel assigned to the Student Health Center may be either a PHN or registered nurse.
- B. County will provide a Health Assistant (HA) for a minimum of 40 hours per week to provide clerical assistance and to perform information, reception and medical record functions under direction of the PHN.
- C. County shall be responsible for the evaluation of staff performance. College shall participate in the evaluation of the PHN's and HA's work in the development and operation of the Student Health Center.
- D. Daily operational hours of the Student Health Center shall be maintained at 170 days (1,717 hours/year between the dates of August 1, 2016 and May 30, 2017) to meet the needs of the College and the student population. The usual work week may be a combination of day and evening hours not to exceed 40 hours per week. The schedule may provide for some day and/or evening hours and outreach services at community sites. If additional Student Health Services hours are requested and approved in writing by the College, College will reimburse County for actual costs. County will not be required to provide staffing coverage for illness or other leave. However, County will make its best efforts to provide staff. If registry nurse services are needed to provide extended or short term staffing, College agrees to reimburse County for expenses of providing staff if extra staffing is approved in writing by the College. Nurse may not necessarily be a PHN.

**2. SCOPE OF STUDENT HEALTH SERVICES PROGRAM**

- A. The County shall assist the College Student Health Center in promoting an understanding of health and aid in developing sound health practices by fulfilling the following functions:

1. Giving health counseling and guidance services to students. The PHN will assess health problems and compliance with treatments and assist in providing health services or obtaining health care as needed.
2. Providing first aid to students who present to Student Health Center and emergency response to other on campus locations during normal Student Health Center hours of operation.
3. Providing and distributing health education materials supplied by many agencies through College Health Services.
4. Providing health education and counseling on medical problems such as diabetes, heart condition, epilepsy, orthopedic, counseling concerning family planning, pregnancy, sexually transmitted diseases, etc., advising on resources available in the community.
5. Performing common screening tests such as vision, hearing, blood pressure and blood glucose.
6. Providing information and referral regarding communicable disease control, immunizations (there may be times a limited supply of immunizations are available and given based on need), and provide TB skin tests if indicated.
7. Obtaining and maintaining confidential health records of students.
8. Providing information and/or workshops on drug abuse prevention and HIV/AIDS awareness.
9. Setting up or operating (if possible) special health screening clinics.
10. Functioning as a liaison between College personnel and community health resources.
11. Providing health education resources to counselors, instructors and students.
12. Providing communicable disease follow-up on tuberculosis, hepatitis, and other communicable disease reports in conjunction with Public Health Communicable Disease Nurse.
13. Participating in orientation classes relating to health services for new students.
14. Attending appropriate health services/college meetings as necessary.

**3. SPACE, SUPPLIES, SUPPORT SERVICE, EQUIPMENT**

- A. The College will provide suitable space, adequate lighting, telephone service, and furnishings and equipment to County program staff.
- B. Confidential office space for the following is to be provided by the College:
  1. Clerical/Records minimum 120 sq. feet
  2. Nursing Office minimum 100 sq. feet
  3. Exam Room minimum 100 sq. feet with sink
  4. Storage minimum 100 sq. feet
- C. The College will provide furniture and equipment for the Student Health Center. All furniture and equipment provided by the College shall remain the property of the College.
- D. The County will provide medical and first aid supplies, instruments, drugs, and pharmacy supplies as budgeted in Exhibit B.
- E. The County will provide infectious waste disposal through a separate contract and include the costs for such service in the rates set forth in Exhibit B.

**4. COMPENSATION**

- A. In consideration of the Contracted Services provided to the College, the County will provide SCC with an invoice for services on a quarterly basis. SCC will provide payment within forty-five (45) days upon receipt of the invoice.

**Exhibit B**  
**Solano County – Public Health Nursing**  
**Solano Community College**  
**Student Health Services Budget**  
**FY 2016/17**

	<u># of Hr</u>	<u>Total Expense</u>
Public Health Nurse	1,520	\$ 76,638
Public Health Nurse Senior	192	10,774
Hlth Asst.		
Hrs / school year	1,440	\$ 42,638
<b>Base Salaries</b>		<b>\$ 130,050</b>
Benefits @	43.23%	\$ 56,221
<b>Total Salaries &amp; Benefits</b>		<b>\$ 186,271</b>
<b>Administrative Overhead</b>	15.0%	<b>\$ 27,940</b>
Services and Supplies:		
2151 Drugs and Pharmaceuticals		\$ 2,000
2153 Medical/Dental Supplies		\$ 3,500
2355 Mileage		\$ 880
<b>Total Services and Supplies</b>		<b>\$ 6,380</b>
<b>Total Budget</b>		<b>\$ 220,591</b>

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. TIME**

Time is of the essence in all terms and conditions of this Contract.

**2. TERMINATION**

This Contract may be terminated by County or Customer, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

**3. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**4. WARRANTY**

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, or permits, required to perform the work under this Contract.

**5. DEFAULT**

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

**6. INDEMNIFICATION**

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

**7. INSURANCE**

**A. Solano County**

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

**B. Customer**

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$2,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any County claim for workers' compensation.

**8. INDEPENDENT CUSTOMER**

A. The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

C. County may provide services to others during the same period County provides service to Customer under this Contract.

**9. COMPLIANCE WITH LAW**

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

**10. CONFLICT OF INTEREST**

A. Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

**11. INSPECTION AND AUDIT**

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

**12. NONDISCRIMINATION**

A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**13. UNFORESEEN CIRCUMSTANCES**

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

**14. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**15. CHANGES AND AMENDMENTS**

A. County may request changes in Customer's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Customer's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**16. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**17. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

**18. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

**19. EXECUTION IN COUNTERPARTS**

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

**20. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. **HIPAA CONTRACTOR AGREEMENT**  
Contractor shall execute the form attached as Exhibit D-1.
  
2. **CONFIDENTIALITY**  
College and County shall not use client specific information for any purpose other than to carrying out the parties' obligations under this Contract and as permitted by law.

SOLANO COUNTY  
HIPAA CONTRACTOR AGREEMENT

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This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

**I. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

- 1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- 2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- 3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
- 4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
- 5. **Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
- 6. **Designated Record Set** means the same as defined in 45 C.F.R. § 164.501.
- 7. **Electronic Protected Health Information (ePHI)** means the same as defined in 45 C.F.R. § 160.103.
- 8. **Electronic Health Record** means the same as defined shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.

9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations** means the same as defined in 45 C.F.R. § 164.501.
11. **Individual** means the same as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing** means the same as defined under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer** means the same as defined in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law** means the same as defined in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
  - a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
  - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
  - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
  - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

## II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

## III. USES AND DISCLOSURES

Contractor shall not use Protected Health Information except for the purpose of performing Contractor's obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
  - a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.
  - b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - c. As required by law.
  - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.

5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

#### IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

#### V. APPROPRIATE SAFEGUARDS

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

#### VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

## VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

## VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

## IX. ACCOUNTING OF DISCLOSURES

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

## X. GOVERNMENTAL ACCESS TO RECORDS

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

## XI. CERTIFICATION

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

## XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and [Riskdepartment@solanocounty.com](mailto:Riskdepartment@solanocounty.com) or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.



Projection of additional cost for summer service for 6 weeks

	Hours	Hourly Rate	Total Expenses
Public Health Nurse	96.00	50.42	\$ 4,840.32
Public Health Nurse Senior	9.60	56.11	538.66
Health Assistant	96.00	29.60	2,841.60
<b>Total Hours</b>	<b>201.60</b>		
			<hr/>
Base Salaries			8,220.58
Benefits @	43.23%		3,553.76
<b>Total Salaries &amp; Benefits</b>			<b>11,774.33</b>
			<hr/>
Administrative Overhead	15%		<b>1,766.15</b>
			<hr/>
Services and Supplies:			
2151 Drugs and Pharmaceutircals		130.00	
2153 Medical/Dental Supplies		228.00	
2355 Mileage		215.00	
<b>Total Services and Supplies</b>			<b>573.00</b>
			<hr/>
<b>Total Budget</b>			<b>\$ 14,113.48</b>

6 weeks x 4 days a week x 4 hours/day for Regina Huerls Washington HA and Susanne Goodwin PHN

10% of Senior PHN, Bridget Oduni time on this Contract

The number of hours (201.6) in this projection is 6.5% of the number of hours in the August to May contract (3152 adding all personnel hours together) so I took 6.5 % of the costs for supplies etc that was in August to May contract and used that number for the costs of supplies etc in this projection.

drugs and supplies:

6.5% of \$2000 \$130.00

6.5% of \$3500 \$227.50

Mileage: 1 round trip for 24 days for 2 staff:

8 miles x .56 per mile x 24 days x 2 staff= \$215.00

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES – GENERAL CHILD CARE & DEVELOPMENT PROGRAM (CCTR)**

**REQUESTED ACTION:**

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

**SUMMARY:**

This renewal agreement with the state of California, dated July 1, 2016, designated as number CCTR - 6291, General Child Care & Development Program, Project Number 48-7055-00-6, shall be funded at a maximum reimbursable amount of \$261,653.00.

The contract is effective from July 1, 2016 through June 30, 2017 for 191 days of child enrollment at a daily rate not to exceed \$38.29 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$261,653.00</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Christie Speck  
Director, Early Learning Center

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7183

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 16 - 17**

DATE: July 01, 2016

CONTRACT NUMBER: CCTR-6291

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-6

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.29 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$261,653.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 6,833.0  
Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR		
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)		
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito Noy, Ed.D., Superintendent President		
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 261,653  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 261,653	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		
	(OPTIONAL USE) See Attached			Department of General Services use only
	ITEM See Attached	CHAPTER	STATUTE	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE		

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-6291

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 78,211	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 78,211	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 35,925	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,925	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 147,517	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 147,517	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	-147-



CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Solano Community College District		37-1530205
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Celia Esposito Noy, Ed.D., Superintendent President		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	Solano	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov),

and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for

preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-8 (REV. 5/07)

## FEDERAL CERTIFICATIONS

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12548, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Solano Community College District

4000 Suisun Valley Road

Fairfield, CA 94534

Check  if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 78, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 78.605 and 78.810-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

**ENVIRONMENTAL TOBACCO-SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT # CCTR-6291
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Celia Esposito Noy, Ed. D., Superintendent President	
SIGNATURE	DATE

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

**TO: Members of the Governing Board**

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES - CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

This renewal agreement with the state of California, dated July 1, 2016, designated as number CSPP-6578, California State Preschool Program, Project Number 48-7055-00-6, shall be funded at a maximum reimbursable amount of \$415,301.00.

The contract is effective from July 1, 2016 through June 30, 2017 for 191 days of child enrollment at a daily rate not to exceed \$38.53 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$415,301.00</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

Christie Speck  
Director, Early Learning Center

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7183

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 16 - 17**

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6578

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-6

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.53 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$415,301.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 10,779.0  
Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito Noy, Ed.D., Superintendent President				
TITLE Contracts, Purchasing and Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 415,301	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7055					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 415,301	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2016			FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016-17.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number CSPP-6578 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Celia Esposito Noy</u>	<u>Superintendent President</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the Governing Board of Solano Community College District of Solano County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of Solano Community College District, of Solano County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

CCC-37

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>Solano Community College District</b>		<i>Federal ID Number</i> <b>37-1530205</b>
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> <b>Celia Esposito Noy, Ed.D., Superintendent President</b>		
<i>Date Executed</i>  	<i>Executed in the County of</i> <b>Solano</b>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set

forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive

payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all

contractors that are not another state agency or other governmental entity.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING AGREEMENT  
BETWEEN THE NAPA COUNTY LIBRARY AND SOLANO  
COMMUNITY COLLEGE LIBRARY

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The Napa County Library entered into an agreement with TRICOR Courier and Cargo Service for transportation of bibliographic materials between Napa County Library (NCL) locations and Solano Community College Library. A new Integrated Library System creates opportunities to provide new services and products, in addition to, cost savings on current services and products for both libraries.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$6,509.60</i>
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**SUPERINTENDENT'S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Gregory S. Brown  
Vice President, Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7173

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

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

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

NAPA COUNTY AGREEMENT NUMBER 170030 B-17  
SOLANO COMMUNITY COLLEGE AGREEMENT NUMBER \_\_\_\_\_

**MEMORADUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made on 7/1/2016 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Solano Community College (hereinafter referred to as "SCC") located at 4000 Suisun Valley Rd., Fairfield, CA 94534, on behalf of its Library.

**RECITALS**

**WHEREAS**, on August 25, 2015, COUNTY entered into a contract with Innovative Technologies for a new Integrated Library "ILS" system; and

**WHEREAS**, on January 12, 2016, SCC joined the County's agreement with Innovative Technologies; and

**WHEREAS**, having a new ILS system creates the need for a new delivery book services for the Napa County Library and SCC; and

**WHEREAS**, the new ILS system and cooperation between County and SCC creates opportunities to provide new services and products or a cost savings on current services or products for both libraries; and

**WHEREAS**, SCC wishes for Napa County Library to develop a pricing structure with a delivery service and to purchase services and/or products on its behalf.

**TERMS**

**NOW, THEREFORE**, the parties agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2021, unless terminated earlier in accordance with Paragraph 5.
2. **Maximum Amount.** The Maximum payments under this Agreement shall be a total of eleven thousand dollars (\$11,000) per fiscal year and a total maximum amount of fifty-five thousand dollars (\$55,000) for professional services and products based upon services actually rendered and reimbursable expenses actually incurred.
3. **E-mail or Written Consent Required.** Upon the e-mail or written consent of the persons designated in Paragraph 6, Napa Valley Library, on behalf of COUNTY, may purchase library delivery services and other products and services on behalf of SCC.
4. **Reimbursement for Services and Products.** Reimbursement for Services and Products will follow the formula outlined in Exhibit "A" attached hereto and incorporated by this reference herein.

5. **Termination.** This Agreement may be terminated by COUNTY or by SCC for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 60 days prior to the effective date. However, SCC shall still be required to pay for the cost of products and services made pursuant to this agreement before the effective termination.
6. **Notices.** All notices required or authorized by this Agreement shall be in e-mail or in writing. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY  
 Danis Kreimeier  
 Napa County Library Director  
 500 Coombs Street  
 Napa, CA 94559  
[Danis.Kreimeier@Countyofnapa.org](mailto:Danis.Kreimeier@Countyofnapa.org)

SCC  
 Solano Community College  
 Gregory Brown  
 VP of Student Services  
 4000 Suisun Valley Rd.  
 Fairfield, CA 94534

7. **Indemnification/Hold Harmless.** To the full extent permitted by law, COUNTY and SCC shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.
8. **Amendments.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Insurance.** SCC shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
  - (a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement SCC shall provide workers' compensation insurance for the performance of any of SCC's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a

waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

- (b) Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A: VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement.

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

- (c) Certificates of Coverage. Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by SCC with the Danis Kreimeier prior to commencement of performance of any of SCC's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, SCC shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, SCC shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of SCC not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of SCC under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, SCC shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

10. Interpretation; Venue. The headings used herein are for reference only. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by

either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

11. Conflict of Interest. By executing this Agreement, the COUNTY hereby determines that SCC has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.
12. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.
13. Attorney's Fees. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
14. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
15. Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises,

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representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

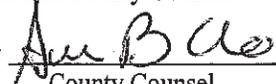
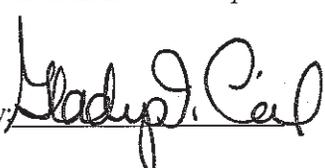
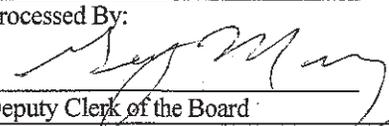
**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

SOLANO COMMUNITY COLLEGE

BY   
GREGORY BROWN, VP of Student Services  
Solano Community College

NAPA COUNTY, a political subdivision of  
the State of California

By   
ALFREDO PEDROZA  
Chairman of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By:  County Counsel</p> <p>Date: <u>6-16-16</u></p>	<p>ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors</p> <p>By: </p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>6/21/16</u></p> <p>Processed By:  Deputy Clerk of the Board</p>
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**NAPA COUNTY A  
EXHIBIT "A"**

**TRICOR delivery service**

NAPA COUNTY will contract with TRICOR delivery service for all three libraries. CONTRACTOR shall pay the exact price of the services for any stops incurred at that location. Additionally, CONTRACTOR shall pay 7% of the difference between the monthly service fee for the initial stop and the monthly service fee.

There is an additional amount of \$200 per year added into the budget of each school for the purchase of supplies.

**Tricor**

	Monthly Service Fee for Initial Stop	Monthly Service Fee Per Location
Base Year	\$ 935.00	\$ 495.00
Year 1	\$ 968.00	\$ 523.00
Year 2	\$ 1,001.00	\$ 550.00
Year 3	\$ 1,045.00	\$ 578.00
Year 4	\$ 1,089.00	\$ 605.00

Napa County Library = 86% Initial Monthly Service Fee + 3 Locations + Supplies  
 Solano Valley College = 7% of difference between Initial Monthly Service Fee for Initial Stop and Monthly Service Fee Per Location + 1 Location + Supplies

Therefore the base for the TRICOR contract per location is:

	NCL	SCC
Base Year	\$ 31,300.80	\$ 6,509.60
Year 1	\$ 32,896.40	\$ 6,849.80
Year 2	\$ 34,354.32	\$ 7,178.84
Year 3	\$ 36,063.44	\$ 7,528.28
Year 4	\$ 37,734.88	\$ 7,866.56
<b>TOTAL</b>	<b>\$ 172,349.84</b>	<b>\$ 35,933.08</b>

**Additional Services**

With CONTRACTOR's Agreement COUNTY will negotiate for additional products and services such as databases, applications, or supplies. CONTRACTOR shall be charged either the actual cost of the service, 7% of the total cost for a bundled service or a combination.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.