

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

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2016-2017

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Helen Virginia Guleff	Interim Management-Vice President, Academic Affairs	09/22/16 – 6/30/17
Leslie Minor	Interim Management-Dean, Math and Science	09/22/16 – 6/30/17

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sheila Agno	Adjunct Instructor-Nursing (not to exceed 67%)	10/01/16
Cherice Avila	Adjunct Instructor-Nursing (not to exceed 67%)	10/01/16
Debi Ellis	Adjunct Instructor-Nursing (not to exceed 67%)	10/01/16
Ingrid Marr	Adjunct Instructor-Nursing (not to exceed 67%)	10/01/16
Sidney Petersen	Adjunct Instructor Nursing (not to exceed 67%)	10/01/16

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Claudia A. Tenty	From Admissions and Records Analyst (Range 15, Step 4) to Senior Information Reporter – C00166 (Range 20, Step 1)	10/01/16

Mary Jones
Human Resources

September 9, 2016

Date Submitted

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

September 9, 2016

Date Approved

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% Released Time</u>	<u>Dates</u>
Terri Pearson-Bloom	School Coordinator, Health Sciences	20%	08/29/16 – 05/25/17

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Vernon Cunningham	General Maintenance Worker	09/22/16 – 11/21/16	\$128.27/month \$256.54 Total
Tracy Gross	Financial Aid Lead Specialist	10/01/16 – 12/30/16	\$313.73/month \$941.19 Total
Zyra Larot	Financial Aid Specialist	10/01/16 – 12/30/16	\$159.46/month \$478.39 Total
Anna Marie Troupe	Financial Aid Systems Analyst	10/01/16 – 12/30/16	\$201.06/month \$603.18 Total

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Regina Braun	Special Project	Retention and Mediation Grant	09/22/16 – 06/30/17	\$65.00 hr.
Matthew Ceriani	Assistant Coach-Baseball	Baseball Trust	09/22/16 – 05/31/17	\$16.66 hr.
Hazel Miller	Academic Success Front Desk	General Fund	09/22/16 – 05/25/17	\$11.60 hr.
Briana Scholtens	Assistant Coach-Women's Soccer	Women's Soccer Trust	09/12/16 – 12/31/16	\$16.66 hr.
Dani Young	Assistant Coach-Men's/Women's Tennis	Tennis Trust	09/22/16 – 05/31/17	\$16.66 hr.

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Michael Domingo	Athletics Department	Assistant to Coach for Intercollegiate Tennis Program
Wanda Minor	Umoja Program	Social Work Services
Samuel Torres	EMR/EMT Program	Teaching Assistant

**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:

08/01/16	Vendor Payments	2511071717-2511071798	\$804,739.64
08/03/16	Vendor Payments	2511071799	\$151,788.15
08/03/16	Vendor Payments	2511071800-2511071805	\$44,696.32
08/08/16	Vendor Payments	2511071806-2511071814	\$181,818.16
08/08/16	Vendor Payments	2511071815-2511071904	\$222,554.37
08/15/16	Vendor Payments	2511071905-2511071908	\$45,014.50
08/15/16	Vendor Payments	2511071909-2511071910	\$7,210.00

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 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$4,114,572.62</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

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 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**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

08/15/16	Vendor Payments	2511071911-2511071917	\$1,034,349.11
08/15/16	Vendor Payments	2511071918-2511071978	\$139,286.44
08/19/16	Vendor Payments	2511071979-2511072434	\$103,206.50
08/22/16	Vendor Payments	2511072435-2511072443	\$73,983.92
08/22/16	Vendor Payments	2511072444-2511072518	\$233,270.96
08/25/16	Vendor Payments	2511072519-2511072587	\$238,078.22
08/29/16	Vendor Payments	2511072588-2511072593	\$101,154.45
08/29/16	Vendor Payments	2511072594-2511072667	<u>\$733,421.88</u>
TOTAL:			\$4,114,572.62

**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

**Academic Affairs
Leslie Minor, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Deborah Barlow	Accompanist for Solano Choral Society rehearsals and performances.	September 22, 2016 – December 18, 2016	Not to exceed \$1,937.50
Paul Bozzo	Provide training and business advising services to the Small Business Development Center.	September 22, 2016 – June 30, 2017	Not to exceed \$2,500.00
Joe Darin	Provide Strength Finder Team Training and Coaching for Small Business Sector Deputy Sector Navigators.	September 22, 2016 – December 30, 2016	Not to exceed \$1,100.00
Deborah Garcia	Provide CTE Transitions Education to SCOE high school instructors and students, assistance with articulation process, support and training for CATEMA system.	September 22, 2016 – June 30, 2017	Not to exceed \$9,120.00
Jennifer Guggemos	Co-Stage Manager for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$500.00
Ken Hein	Lighting Design for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$1,500.00

Yulian I. Ligioso
 Vice President, Finance & Administration

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

September 9, 2016
Date Submitted

September 9, 2016
Date Approved

Academic Affairs (Cont.'d)
Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Integrative Impact, LLC.	Provide graphic design, writing (email campaign, articles, press releases, reports), and relationship building for various Small Business Sector programs.	September 22, 2016 – June 30, 2017	Not to exceed \$6,000.00
Sarah Lambert	Co-Stage Manager for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$500.00
Thomas Nabarette	Sound Design for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$500.00
Sage Business & Education, LLC	Provide meeting coordination services for Contextualized Entrepreneur Curriculum Collaborative, Business Plan Pitch Competition, and Small Business Educators Conference.	September 8, 2016 – June 30, 2017	Not to exceed \$12,000.00
Darcia Tipton	Set Design for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$2,000.00
Rebecca Valentino	Costume Design for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$2,000.00
Katelin Watkins	Props Master for Picasso at the Lapin Agile, fall 2016 play.	September 22, 2016 – November 20, 2016	Not to exceed \$350.00

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Bernadette Aldrich	Photography, team program design for volleyball team programs.	August 26, 2016 – June 30, 2017 July 1, 2017 – September 2, 2017	Not to exceed \$300.00
Jerry Gorman	Co-presenter for Foster & Kinship Care Education (FKCE) workshops /seminars for 2016-2017 fiscal year.	September 22, 2016 – June 30, 2017	Not to exceed \$8,000.00
Iyeisha Miller	Co-presenter for FKCE workshops /seminars for 2016-2017 fiscal year.	September 22, 2016 – June 30, 2017	Not to exceed \$6,000.00
Melissa Torrez	Co-presenter for Foster & Kinship Care Education workshops /seminars for 2016-2017 fiscal year.	July 1, 2016 – June 30, 2017	Not to exceed \$5,000.00

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR WATER LINE SHUT OFF VALVES**

OFF VALVES PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Water Line Shut Off Valves Project Notice of Completion. On May 18, 2016, Lister Construction Inc. was awarded a contract to install new water valves on the Fairfield Campus. The scope of work included installation of six shut-off valves in the main domestic water distribution line on the Fairfield Campus. 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: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
VP, 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

September 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

September 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 WATER LINE SHUT OFF VALVES**

**OFF VALVES PROJECT
REQUESTED ACTION:**

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

SUMMARY:

Board approval is requested for the Water Line Shut Off Valves Project Notice of Completion. On May 18, 2016, Lister Construction Inc. was awarded a contract to install new water valves on the Fairfield Campus. The scope of work included installation of six shut-off valves in the main domestic water distribution line on the Fairfield Campus. 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: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
VP, 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

September 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

September 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 VALLEJO CENTER EXTERIOR PAINT
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vallejo Center Exterior Paint Project Notice of Completion. On May 4, 2016, Quality Painting and Construction Company, Incorporated was awarded a contract to paint portions of the Vallejo Center. The scope of work consisted of painting exterior blue cement plaster walls, with District specified specialty paint. 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**

Yulian Ligioso
VP, 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

September 8, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

September 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: 9/21/16
 7. The Project Name is: Vallejo Center Exterior Paint Project
 8. DSA Number (if applicable): Scope did not require DSA approval
 9. The contractor for such work of modernization is: Quality Painting & Construction Company, Inc.
 10. The name of the contractor's Surety Co. is: Philadelphia Indemnity Insurance Company
 11. The date of contract between the contractor and the above owner is: 5/4/16
 12. The street address of said property is: 545 Columbus Parkway, Vallejo, California 94591
 13. APN #: 0081-800-340
 14. The property on which said work of modernization was completed is in the City of Vallejo, County of Solano, State of California, and is described as follows: Painting of exterior blue cement plaster walls.
-

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.
(City or Town where signed)

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Angela Apostal	Full Time Counselor, DSP 15 years and 4 months of service at SCC	05/25/2017

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: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE TO SHORT-TERM, SEASONAL, PERIODIC,
AND STUDENT WORKER SALARY SCHEDULE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Short-term, Seasonal, Periodic, and Student Worker Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include: change from Enabling Note Taker to Note Taker and adding an additional salary step for Special Projects.

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

<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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 09/22/2016

Seasonal and Periodic

Assistant Athletic Coach	\$16.66/hr (Maximum of \$4500.00 per Seasonal Sport)
Athletic Onsite Administrator	\$35.00/hr
Note taker	\$50 per semester
Fire Science Academy Classroom Assistant	\$10.60
Lifeguard	\$10.00/\$15.00
Office Assistant	\$11.60
Maintenance/Facilities	\$10.00/\$12.00
Pool Manager	\$10.00/\$11.00
Registration Aide	\$12.00/\$15.00
Special Projects	\$25.00-\$65.00
Telemarketing	\$10.00
Theatre staff:	
Box Office Clerk	\$10.00
Box Office/House Manager	\$12.00
Production Assistant	\$11.60
Theatre Assistant	\$10.00
Theatre Event Technician	\$14.00
Senior Stage Technician	\$16.00

Student Workers

All Student Workers \$10.00

The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:

Early Learning Center Staff:

Aides	\$10.00
Intern 1	\$10.50
Intern 2	\$11.00
Lab Assistant 1	\$12.00
Lab Assistant 2	\$13.00

Disabled Services Program

Adapted PE Assistant	\$10.00/\$11.00/\$13.00
Mobility Assistant	\$10.00/\$11.00/\$13.00

Tutor \$10.00/\$11.00/\$13.00

Note: Effective 07/01/2017 the California minimum wage will increase to \$10.50/hr.

Board Approval date: 9/21/16

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

TO: **Members of the Governing Board**

SUBJECT: **PUBLIC HEARING AND ADOPTION OF THE 2016-2017
DISTRICT BUDGETS**

REQUESTED ACTION:

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

SUMMARY:

At the Governing Board Study Session held on September 7, 2016, Yulian I. Ligioso, Vice President, Finance & Administration, presented the Board with the proposed District’s 2016-2017 budgets.

The 2016-2017 District Budgets are being presented for a public hearing and adoption at this time in accordance with the California Code of Regulations (CCR), Title 5, Section 58301. The District recommends adoption of the proposed budget and spending plan that were developed and shared with the campus community over the last several months during its budget development cycle.

Copies are available from the Office of the Vice President of Finance & Administration, and online at: http://www.solano.edu/finance_admin/district_budget.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: _____

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3000,3005	<i>Estimated Fiscal Impact:</i> N/A
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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 APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: **AGREEMENT WITH STRATA INFORMATION GROUP (SIG) FOR INTERIM CHIEF TECHNOLOGY OFFICER CONSULTING SERVICES**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to contract with Strata Information Group, a company that specializes in IT consulting for Higher Education. An Interim “Chief Technology Officer” is required to backfill a vacant position while the District hiring process for the CTO position is carried out.

The agreement is through June 30, 2017, total contract amount not to exceed \$162,000.

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: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: \$162,000</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
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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, Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



General Information:

Client Name:	Solano Community College
Client Representative:	Yulian Ligioso
Strata Representative:	Dave Goss
Project Name:	Interim CTO
Other Contractual Information:	
Description of Work:	<p>Solano Community College is requesting that SIG provide an Interim Chief Technology Officer. The proposed timeline is for six to nine months of services.</p> <p>Resource justification and outline of responsibilities are listed on page 2.</p>
SIG Project Code:	TBD

Proposed Services:

Tasks:	Hours per week
Functional and Technical Consulting - WEEKLY FIXED FEE ENGAGEMENT	
Management and oversight of the IT department	30
Total Hours:	30

Summary of Estimated Costs:

Item	Rate	Amount	Cost
Total Estimated Hours			-
Total Number of Trips			-
Total Weekly Cost:			4,500

Breakdown of costs:

- 30 hours/week (includes 3 hours travel time)
- Onsite 3 days/week and 3 hours/week remote support
- Travel expenses included
- Weekly cost to Solano Community College is \$4,500

Outline of Responsibilities and Deliverables as Interim CTO

There are several initiatives that the IT department has started that will need IT leadership to be successfully completed by the College. A few examples of these include the implementation of DegreeWorks, Banner upgrades for new releases, equipment replacement schedule, and an improved communications strategy in order for IT to more effectively communicate with the campus community. These initiatives were identified as high priority initiatives as a result of the development of the College's technology plan. But, like the initiatives, the plan itself still requires leadership to be approved by the College's shared governance structure to assist the College prioritize, plan and fund technology.

The College is also deeply involved with construction and renovation as a result of their Measure Q bond. The responsibilities for interfacing with contractors and architects for IT issues have fallen to the interim CTO as just another operational task.

The current interim CTO, Kimo Calilan, was reassigned to that role from his former position as the Director of Technology Services and Support. While Kimo has done an admirable job, however he lacks the experience to navigate the political landscape of a community college to effectively implement and deploy technology initiatives such as those listed above.

Role of interim CTO

As interim CTO, Jim Petromilli will provide the experience and leadership in strategic planning, project management, IT construction management and IT budget development that is required to support Solano Community College in providing quality education and fulfillment of the College's mission.

Recently, Jim successfully helped Ohlone College through a similar situation as interim CTO there. While their issues were not exactly the same, there are similarities between the two colleges -- including the IT challenges involved with bond-funded construction.

Based on College priorities and available resources (funding as well as staffing) as interim CTO Jim Petromilli will:

1. Assist in presenting the IT Strategic Plan to the shared governance groups and take it to the Board for approval, if required.
2. Improve communications with IT and the College community. Provide frequent updates for IT projects that are in progress to the campus and write a "Tech Corner Update" to be included in the Presidents weekly message to the College. Participate actively as part of the College's management team.
3. Help coordinate the installation of 500+ new computers and develop an equipment replacement schedule for campus technology.
4. Provide the leadership to begin the implementation of the DegreeWorks project.
5. Provide the leadership for the upgrades of Banner and Luminis.
6. Estimate the level of effort, budget and determine the resources required to transition the Banner system and other applications to the cloud.
7. Complete the IT requirements for the accreditation self-study.
8. Communicate regularly with the Colleges construction management consultants to ensure that all construction is consistent with Solano IT standards.
9. Put in place an operational foundation that will assist the new permanent CTO to take over the leadership of the IT department.

Administration Section:

BILLING INFORMATION	
Name:	Yulian Ligioso
Title:	VP of Finance and Administration
Email Address:	Yulian.ligioso@solano.edu
Phone Number:	707-864-7209
Other Notes:	

DOCUSIGN INSTRUCTIONS	
Can DocuSign be utilized?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If DocuSign cannot be used, how will document be sent to client?	

WHO WILL ACTUALLY SIGN THE DOCUMENT	
Name/email: or check if SIG only: <input type="checkbox"/>	Yulian Ligioso, Yulian.ligioso@solano.edu
Title of person who will sign:	VP of Finance and Administration

WHO WILL ACTUALLY RECEIVE DOCUSIGN EMAIL	
Name/email of who will receive email if different from above	Kimo Calilan, james.calilan@solano.edu

WHO WILL NEED TO BE "CC-ed"	
Additional cc(s)/email(s)	
Note/Special Instructions:	

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CSW/STUBER-STROEH
 ENGINEERING GROUP, INC. FOR ENGINEERING
 SERVICES FOR THE CAMPUS ENTRY SIDEWALK
 IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to CSW/Stuber-Stroeh Engineering Group, Inc. to provide engineering services for the Campus Entry Sidewalk Improvements Project, a Small Cap project. This project will address pedestrian sidewalk at the main entry to the Fairfield Campus. The consultant's scope of work will be to prepare a detailed site survey, prepare schematic design plans and outline specifications, and provide cost estimate for the purpose of developing a project budget.

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 safety and security for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$7,700 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
September 9, 2016 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		<hr/> September 9, 2016 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CSW/STUBER-STROEH
ENGINEERING GROUP, INC. FOR ENGINEERING
SERVICES FOR THE CAMPUS ENTRY SIDEWALK
IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from civil engineering firms in the Board approved pool, including CSW/Stuber-Stroeh Engineering, Creegan + D'Angelo and BKF Engineers. Proposals were received from CSW/Stuber-Stroeh and Creegan + D'Angelo. Based on qualifications and price, CSW/Stuber-Stroeh was deemed the best value with a proposal in the amount of \$7,700.

The Board is asked to approve a contract award to CSW/Stuber-Stroeh Engineering Group, Inc. in the amount of \$7,700.

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 CA ARCHITECTS FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR
THE PERFORMING ARTS COSTUME WORKSHOP AND
CLASSROOM 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 Performing Arts Costume Workshop and Classroom Project. The consultant's scope of work will be to prepare floor plans, furniture and equipment layout, construction documents, bid phase services, and construction administration services for renovation of an existing space located in Building 1400 to be used as a combined Costume Workshop and Classroom space.

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 and equipment

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$56,350 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 Ligosio
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

September 9, 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 PERFORMING ARTS COSTUME WORKSHOP AND
CLASSROOM PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Costume Workshop is currently housed in the 360 Campus Lane swing space, with classes conducted in B1600. The Performing Arts Building does not include a costume shop and classroom space, so another campus location is needed after June 2017 when the swing space lease terminates. Various options were analyzed and B1400 was deemed the best as it is closest to the Performing Arts Building and space is available to be renovated to serve as the Costume Workshop and Classroom.

Proposals were solicited from all the firms in the Board approved pool of architects. Proposals were received from CA Architects, DLR Group, and tBP Architecture. Based on qualifications and price, CA Architects was deemed the best value with a proposal in the amount not to exceed \$56,350.

The Board is asked to approve a contract award to CA Architects in the amount not to exceed \$56,350.

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 AMENDMENT # 1 WITH CA ARCHITECTS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR VACAVILLE CLASSROOM BUILDING PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In September of 2015 a professional services agreement in the amount of \$34,100 was approved with CA Architects to provide architectural and engineering oversight of testing required by the Division of State Architect for the Vacaville Classroom Building Project.

Board approval is requested for the attached Amendment #1 to increase the original consulting services agreement with CA Architects for design services that are required for the repair of an existing roof truss that was damaged from a required test during the building's assessment.

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: N/A

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$10,076 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
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT # 1 WITH CA ARCHITECTS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR VACAVILLE CLASSROOM BUILDING PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

CONTINUED FROM THE PREVIOUS PAGE

The Board is asked to approve this contract amendment to CA Architects in an amount of \$10,076. CA Architects new contract amount will be \$44,176.

The contract Amendment #1 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 AMENDMENT #3 WITH LPAS FOR
BUILDING 1200 THEATER RENOVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

In February 2014 an architectural services agreement in the amount of \$1,059,000 with LPAS was approved to provide architectural services for the Building 1200 Theater Renovation Project. A first amendment in the amount of \$70,000 was approved in August 2014 which added services related to Furniture, Fixtures, and Equipment. A second amendment in the amount of \$18,300 was approved in February 2016 to provide additional design services for an exterior canopy and additional structural engineering services to resolve unforeseen existing conditions that were not visible until demolition for the project was completed.

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 and equipment

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$43,050 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
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 WITH LPAS FOR
BUILDING 1200 THEATER RENOVATION PROJECT**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

At this time Board approval is requested for a third amendment. This third amendment is to provide additional design services for landscape design, structural anchorage of a statue in the Lobby, redesign of structural footings (resulting in construction cost savings), and additional power receptacles in offices to meet current District Standards.

The Board is asked to approve this contract amendment #3 to LPAS in an amount not to exceed \$43,050.

The contract amendment #3 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 INTEGRITY DATA & FIBER FOR THE DISTRICTWIDE INFORMATION TECHNOLOGY INFRASTRUCTURE IMPROVEMENTS PROJECT AND 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 #1 to the Contract with Integrity Data & Fiber for the Districtwide Information Technology Infrastructure Improvements Project and Building 1200 Performing Arts Renovation Project. On September 2, 2015 the Board approved a contract to Integrity Data & Fiber for the Districtwide Information Technology Infrastructure Improvements Project.

During the course of construction, it was discovered the scope of work to bring the new analog telephone service into Building 1200 was not accounted for in the construction documents.

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: \$5,678 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road		
Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Yulian Ligioso		
Vice President, Finance and Administration		September 9, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY
September 9, 2016		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #1 TO INTEGRITY DATA
& FIBER FOR THE DISTRICTWIDE INFORMATION
TECHNOLOGY INFRASTRUCTURE IMPROVEMENTS
PROJECT AND BUILDING 1200 PERFORMING ARTS
RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The additional scope of work includes:

- Installing 800' of 50 pair copper cable into MDF Room inside the new building.
- Installation of 50 pair terminal in MDF Room.
- Installation of 35' of 50 pair CAT3 cable from new backboard to cabinet terminal.
- Installation of 24 port patch panel and terminal block in MDF cabinet.
- Test, label and document.

This work was not part of the original contract with Integrity Data & Fiber, necessitating a change order. The attached change order outlines the conditions discovered and changes that were required during the course of construction.

\$	549,274	Original Contract Sum
\$	0	Previous Approved Change Orders
\$	<u>5,678</u>	This Proposed Change Order
\$	554,952	New Contract Sum Including This Change Order

This change order is within the previously approved budget for the projects, with the change being funded by Measure Q approved construction funds.

The Board is asked to approve a change order to Integrity Data & Fiber in the amount of \$5,678.

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 #4 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 #4 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.

During the course of construction a number of unforeseen conditions were encountered and clarifications to the drawings were made which required or will require additional work.

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: \$48,750 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
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #4 TO BHM
CONSTRUCTION INC., FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This work was not part of the original contract with BHM Construction, necessitating a change order for the following items:

- Changes to the hardware at door openings, add door frame to one opening, and delete new wood door at one opening per Submittal response.
- Change size of some lockers and add four frames at corridor for music lockers, due to unavailability of specified product.
- Upsize three conduits that were undersized for the specified wires.
- Add shutoff valve for the main women's restroom; add ball valves for hot water and return lines to restrooms.
- New site water line tied into existing and stubbed outside of building.
- Add one hose bib in a lockable wall cabinet to the front of the building on domestic water system and add two hose bibs in the landscaped area outside of building on the non-potable water system.
- Add soffit in corridor at ceiling height change from 10'-0" to 16'-6", detail not shown in plans.
- Additional framing and steel to complete design for upper section of storefront.
- Add soffit in vestibule to allow for ladder access to roof.

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

\$13,697,024 Original Contract Sum
\$ 489,450 Previous Approved Change Orders
\$ 48,750 This Proposed Change Order
\$14,235,224 New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #4 to BHM Construction Inc. in the amount of \$48,750.

The Change Order may be viewed 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. 01 (DEDUCTIVE) TO ARTHULIA, INC. FOR SITE LIGHTING IMPROVEMENTS PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for deductive Change Order No. 01 in the amount of (\$16,160) to Arthulia, Inc.'s contract for the Site Lighting Improvements Project. This project was funded by Measure Q and is now complete.

Attached is the proposed deductive Change Order for the portion of the Owner's Allowance not used during construction.

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: (\$16,160) 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
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER - NO. 01 (DEDUCTIVE) TO ARTHULIA,
INC. FOR SITE LIGHTING IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order No. 01 if approved:

Change Order No.01 - Arthulia, Inc.:

Original Contract Sum	\$	161,600.00
Prior Change Orders	\$	0.00
Change Order No. 01	\$	<u>(16,160.00)</u>
Revised Contract Amount	\$	145,440.00

The Board is asked to approve a deductive Change Order to Arthulia, Inc. in the amount of (\$16,160).

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. 01 (DEDUCTIVE) TO TPA
CONSTRUCTION, INC. FOR MEASURE Q THANK YOU
SIGNS PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for deductive Change Order No. 01 in the amount of (\$229) to TPA Construction, Inc.'s contract for the Measure Q Thank You Signs Project. This project was funded by Measure Q and is now complete. Attached is the proposed deductive Change Order for the portion of the Owner's Allowance not used during construction.

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: Not Applicable

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$229) 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 & Administration

VICE PRESIDENT APPROVAL

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER - NO. 01 (DEDUCTIVE) TO TPA
CONSTRUCTION, INC. FOR MEASURE Q THANK YOU
SIGNS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order No. 01 if approved:

Change Order No.01 - TPA Construction, Inc.:	
Original Contract Sum	\$ 18,990.00
Prior Change Orders	\$ 0.00
Change Order No. 01	<u>\$ (229.00)</u>
Revised Contract Amount	\$ 18,761.00

The Board is asked to approve a deductive Change Order to TPA Construction, Inc. in the amount of (\$229).

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



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7000

Change Order # 1
 Project No.: 16-011
 Date: 09/21/16

DSA File No.: N/A
 DSA App. No.: N/A

Project: Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Pool Deck Repair Project

To: Greentech Industry Inc
 1850 Gateway Blvd, Suite 265
 Concord, CA 94520

The Contract is Changed as Follows:

PCO No.

1-R3 Furnish and install approximately 660 lineal feet of channel drain and grate. The drain was redesigned due to shallow underslab piping; unforeseen conditions. \$25,437.47

2-R1 Credit labor and materials for 6" diameter slot drain per original design. (\$5,732.43)

SUBTOTAL COST OF CHANGE ORDER **ADD** \$19,705.04

Owner's Allowance \$26,350.00
Amount of This Change Order Applied Against Owner's Allowance \$19,705.04
Owner's Allowance Remaining \$6,645

FINAL CHANGE ORDER AMOUNT **(\$6,644.96)**

Original Contract Sum:	\$ 289,850.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 289,850.00
Original Contract Sum will be Increased (Decreased) by This Change Order:	\$ (6,644.96)
The New Contract Sum Including This Change Order Will Be:	\$ 283,205.04
The New Contract Completion Date Will Be:	18-Aug-16

This is the FINAL CHANGE ORDER for this project.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 Greentech Industry, Inc.

(Affix stamp here)

OWNER: _____ Date: _____
 James Buchanan
 Director of Facilities
 Solano Community College District

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #2 TO
TPA CONSTRUCTION FOR B100 ACADEMIC SUCCESS
CENTER AND TUTORING EXPANSION PROJECT,
RESOLUTION NO. 16/17 - 06

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #2 to TPA Construction for the B100 Academic Success Center and Tutoring Expansion Project in the amount of \$2,640. Because this Change Order exceeds 10% of the value of the construction contract, it is required that the Board of Trustees pass a Resolution to approve the Change Order.

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: \$2,640 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration		September 9, 2016
VICE PRESIDENT APPROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
September 9, 2016		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION TO APPROVE CHANGE ORDER #2 TO
TPA CONSTRUCTION FOR B100 ACADEMIC SUCCESS
CENTER AND TUTORING EXPANSION PROJECT,
RESOLUTION NO. 15/16 - 06**

SUMMARY:
CONTINUED FROM THE PREVIOUS PAGE

During the course of construction unforeseen conditions were encountered requiring the following:

- Furnishing and installation of wiremold on modular furniture to house CAT6 data cables
- Furnishing and installation of one (1) duplex power receptacle for single workstation
- Furnishing of data outlet trim plates for modular furniture

This Resolution affirms that, based on project scope and schedule, it would be more costly and time-consuming to bid this additional work to other contractors and it would not produce any advantage to the District.

Revised contract figures are as follows:

Contract Award Amount	\$	85,316.00
Prior Change Orders	\$	10,488.00
Change Order No. 02	\$	2,640.00
Total Change Orders	\$	<u>13,128.00</u>
Revised Contract Amount	\$	98,444.00

The Board is asked to approve Resolution No. 15/16 - 06 and Change Order #2 to TPA Construction in the amount of \$2,640.

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #2
TO TPA CONSTRUCTION**

RESOLUTION NO. 16/17 - 06

WHEREAS, Solano Community College District (the "District") previously competitively bid and awarded contract for work for the B100 Academic Success Center and Tutoring Expansion (the "Project") to TPA Construction;

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the "Change Order");

WHEREAS, the Change Order provides for the work set forth in Exhibit "A;"

WHEREAS, the total cost for the Change Order is \$2,640 and exceeds the limitations set forth in Public Contracts Code Section 20659;

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor;

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles, (1961) 197 Cal.App.2d 685, 694; now therefore be it

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPROVE CHANGE ORDER #2
TO TPA CONSTRUCTION**

**RESOLUTION NO. 15/16 - 06
(Continuing Page 2)**

RESOLVED that the Governing Board of the Solano Community College District makes the following findings:

1. That the above recitals are true and correct.
2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.
3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District, on September 21, 2016.

MICHAEL A. MARTIN

BOARD 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: PERSONAL SERVICE CONTRACT FOR CONTINUING
EDUCATION (NEW)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of personal services contract for Instructor Hazel Miller to provide instruction in First Time Home Buyers Real Estate, Community Education Classes from September 2016 - June 2017.

Instructor to meet the minimum four attendee registration requirement to hold the class. Agreement is for the SCCD Continuing Education Department to charge the instructor 10% of the gross revenue received from the class. Remaining revenue to be split (50/50) between the instructor and the SCCD Continuing Education Department. The fiscal impact is unknown until the class has taken place. The class will be cancelled if the minimum number of students is not achieved.

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: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: TBD</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> 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

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AGREEMENT BETWEEN BAY AREA CLEAN WATER AGENCIES AND SOLANO COMMUNITY COLLEGE DISTRICT (NEW)

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

An agreement between Solano Community College District (SCCD) and Bay Area Clean Water Agencies (BACWA) for special educational services is being presented to the Governing Board for approval. SCCD will provide (1) three hour credit class, WATER 108, for up to 30 students per class, for BACWA member organizations and others. The contract is for one (3) hour credit course at \$3,000 for each credit hour for a total of \$9,000.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$9,000.00 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

September 9, 2016
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

September 9, 2016
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “District” and **Bay Area Clean Water Agencies**, hereinafter referred to as “BACWA.”

WHEREAS, BACWA desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide one credit class, WATER 108, Water Treatment II, for up to 30 students per class, for BACWA member organizations and other interested parties, provided member needs are met.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWWE sites, to be determined. Classes will begin in Fall 2016, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium for Water & Wastewater Education) website and database and provide marketing and marketing materials for sponsoring agencies.
- D. Solano Community College and BACWWE will recruit, identify and select all trainees who will participate in training.
- E. BACWA will compensate the Solano Community College District \$3,000 per 16 hours of instruction, which is equal to one credit hour. Therefore, one unit courses will be \$3,000; two credit courses will be \$6,000; three unit courses will be \$9,000; and four credit courses will be \$12,000. If courses involve a half credit an additional charge of \$1,500 will be added.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- G. This contract may be terminated by either party upon written notice of not less than ten (10) business days.
- H. It is mutually understood that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance

in the amounts and written by carriers satisfactory to BACWA and the District respectively.

- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, except to the extent caused by the sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- J. BACWA will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, except to the extent caused by the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve BACWA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of BACWA operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- K. BACWA agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of BACWA's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

L. Scheduled for the Fall of 2016 is one three credit course. Other courses may be added as late start classes at the discretion of BACWA.

Laura Pagano
BACWA Executive Board Chair
PO Box 24055, MS 59
Oakland, CA 94623

Date _____

Celia Esposito-Noy, Ed.D.
Superintendent-President
Solano Community College District
Fairfield, CA

Date _____

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT SERVICES AGREEMENT BETWEEN THE
CITY OF VALLEJO AND SOLANO COMMUNITY
COLLEGE DISTRICT (RENEWAL)**

REQUESTED ACTION:

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

SUMMARY:

An agreement renewal between Solano Community College District (SCCD) and the City of Vallejo for contract services is being presented to the Governing Board for approval. The SCCD Small Business Development Center will provide counseling services and small business workshops to both start-up and existing businesses in Vallejo to help business owners develop and grow their business and add to the economic vitality of the City of Vallejo. The terms of the agreement are from September 22, 2016 to June 30, 2017.

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: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$12,000 Income</i>
------------------------	---------------------------	---

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

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College Workforce Development / Small Business Development Center	
Application for Funding FY 2016-2017	
Date:	September 22, 2016 – June 30, 2017
Name:	City of Vallejo
School:	Solano Community College Workforce Development / Small Business Development Center
Position (please check one):	<input type="checkbox"/> Faculty <input type="checkbox"/> Counselor <input checked="" type="checkbox"/> Administrator
Contact Info:	Kelly Penwell, Associate Dean, Solano Community College Workforce Development Center

SCOPE OF SERVICES

CONSULTANT agrees to provide the following to CITY:

A.
<u>Collaborate with Existing Business Assistance Programs and Economic Development Entities</u>
<p>CONSULTANT will coordinate and collaborate with other business and economic development entities throughout the Solano/Napa region such as the Vallejo Business Alliance, Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber, Vallejo Main Street, and local business associations. The Center will coordinate activities, market programs and services, and participate in joint events such as the annual Vallejo Business Alliance Business Expo and Business Mixer.</p> <p>The Solano College SBDC will actively participate in events sponsored by the aforementioned Chambers.</p> <p>We will proactively seek partnerships in the community to work with disadvantaged youth, more specifically introducing entrepreneurship as a career pathway.</p>
B.
<u>Vallejo-based technical assistance</u>
<p>Consultant to provide at least 10 hours per month of technical assistance (e.g., business planning, operations, accounting, financing, marketing, and other small business development issues) will be available to Vallejo mall businesses. This assistance will include follow-up with clients to determine progress of business development.</p>
C.
<u>Cooperative Marketing Program</u>
<p>CONSULTANT will be responsible for coordinating and implementing marketing outreach activities. Activities will include:</p> <p>Publishing program notifications in local newspapers where no cost publicity is an option. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.</p> <p>Flyers/Postcards/Other. The Center proposes to utilize flyers, digital postcards, and other outreach methods to further promote and communicate resource information to the Vallejo business community.</p> <p>Presentations to Business Groups. The Center will make at least one presentation to the Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Filipino American Chamber of Commerce of Solano County, and Solano County Black Chamber of Commerce explaining CONSULTANT'S services and increased presence in Vallejo. These presentations will be a part of a comprehensive marketing program to advertise CONSULTANT'S services to Vallejo businesses.</p> <p>CITY will conduct digital mailing to targeted Vallejo businesses to advertise services of CONSULTANT.</p> <p>CONSULTANT will market State loan guarantee programs, Small Business Administration (SBA) loan guarantee programs, and micro-loan programs to businesses in Vallejo</p>

D.

Entrepreneurial training programs:

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair

The event will take place by April 2017. The event will consist of an "Access to Capital" workshop featuring a panel of government and private lending institution representatives who will present information on various loan programs and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

Webinars/Workshops

The Center plans to offer a variety of webinars/workshops with an emphasis on marketing designed to assist businesses in market diversification and strengthening their competitive position.

Proposed topics include:

- Starting and Managing a Business
- The Business Model Canvas
- Business Planning
- Human Resources
- Branding Your Business through Social Media
- Growing Your Business through LinkedIn
- Small Business Financing
- Marketing
- Retaining and Motivating Employees
- Selling to the Government
- Customer Service
- E-Commerce
- Bookkeeping
- Computerized Accounting

Grow Vallejo Seminar targeting existing Vallejo Businesses identified by the National Development Council, Grow America Fund. The Solano SBDC will individually contact qualified businesses. The National Development Council and the Solano SBDC in partnership with Vallejo Economic Development will develop the program which will cover such topics as:

- Real Estate Acquisition
- Leasehold Improvements
- Machinery and Equipment
- Working Capital
- Green Energy and Energy Efficiency
- Refinance

At the completion of the seminar, Solano SBDC will commit to working one on one with each participant in access funding. CONSULTANT shall market these programs to local business organizations.

E.	
Proposed Project:	Start-Up Vallejo
Expected Outcomes:	
1. Coordination of Start-Up Vallejo 2. Conduct 7 entrepreneurship workshops in Solano County. <ul style="list-style-type: none"> a) One 1.5 hour class per week over 6 weeks and one culminating pitch session on the 7th week. b) SBDC will utilize certified business advisors to instruct the entrepreneurship classes. 3. Prize package to be determined by Annette Taylor, Economic Development Department, City of Vallejo. Contestants will be determined by the Pitch Competition Panel of Judges. <ul style="list-style-type: none"> a) Potential Prize Package: <ul style="list-style-type: none"> • Cash Prize • Rental Assistance • Legal Assistance 	

TOTAL	\$12,000.00

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

Submitted By:		
Approved By: Superintendent President Solano Community College District	Celia Esposito-Noy, Ed.D. Superintendent President	_____ Date
Approved By: Administrator Solano Community College WDCE	Kelly Penwell, Associate Dean	_____ Date
Approved By: Manager City of Vallejo Economic Development	Annette Taylor, Manager	_____ Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: GRANT AWARD AGREEMENT BETWEEN THE CITY OF BENICIA AND SOLANO COMMUNITY COLLEGE DISTRICT (RENEWAL)

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for a grant award in the sum of \$5,000 from the City of Benicia. In partnership with the City of Benicia, the SCCD Small Business Development Center will host a second round of Start-Up Benicia. This competition, consists of six workshops open to all Benicia residents and/or businesses to be established within the Benicia City Limits. The business with the best business pitch will receive up to \$5,000 in grant funding.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$5,000 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
September 9, 2016
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
Superintendent-President
September 9, 2016
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College Workforce Development Center

Application for Funding FY 2016-2017

Date:	September 22, 2016 – June 30, 2017
Name:	City of Benicia
School:	Solano Community College Workforce Development Center
Position (please check one):	<input type="checkbox"/> Faculty <input type="checkbox"/> Counselor <input checked="" type="checkbox"/> Administrator
Contact Info:	Kelly Penwell, Associate Dean, Solano Community College Workforce Development Center

Grant Award Request

Proposed Project:	Start-Up Benicia Competition Grant Award
--------------------------	--

Description of Services:

Solano Community College WDCE/SBDC to provide the City of Benicia Economic Development.

Expected Outcomes:

The grant will provide aspiring entrepreneurs a stepping stone to opening and establishing their small business in the City of Benicia. Our goal is to allow entrepreneurs to utilize the grant as a tool to strengthen the Benicia start-up community.

- a) \$5000.00 provided to the winning contestant for use toward start-up cost and establishing their business in the City of Benicia. Contestant to be determined by the pitch competition panel of judges. Breakdown and distribution of prize funds are as follows:
- \$1000.00 = Immediately
 - \$1000.00 = Marketing plan developed (target market (including data), promotional plan, collateral materials)
 - \$1000.00 = Human resources plan
 - \$1000.00 = Financial plan
 - \$1000.00 = Strategic goals

Budget

Prize Package	\$5000
TOTAL	\$5000

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

Submitted By:		
Approved By (Superintendent President): Solano Community College	Celia Esposito–Noy, Ed.D., Superintendent President	Date
Approved By: (Manager) City of Benicia Economic Development	Mario Giuliani, Manager 	Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT SERVICES AGREEMENT BETWEEN THE
CITY OF BENICIA AND SOLANO COMMUNITY
COLLEGE DISTRICT (NEW)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the grant award agreement with the City of Benicia. The Grant winner of the SCCD Small Business Development Center. The SCCD Small Business Development Center will provide the coordination of the Start-Up Benicia competition, and conduct six entrepreneurship workshops in Solano County for Benicia residents or businesses to be established in Benicia. The workshops will include three hours of training per week for 6 weeks. The terms of the agreement are from September 22, 2016 to June 30, 2017.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Other: _____

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$4,000 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

September 9, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

September 9, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College Workforce Development Center

Application for Funding FY 2016-2017

Date:	September 22, 2016 – June 30, 2017
Name:	City of Benicia
School:	Solano Community College Workforce Development Center
Position (please check one):	<input type="checkbox"/> Faculty <input type="checkbox"/> Counselor <input checked="" type="checkbox"/> Administrator
Contact Info:	Kelly Penwell, Associate Dean, Solano Community College Workforce Development Center

Project Proposal

Proposed Project:	Small Business Development Project
--------------------------	------------------------------------

Description of Services:
 Solano College Workforce Development Center will provide the following services to the City of Benicia

- Expected Outcomes:**
1. Coordination of Start-Up Benicia Competition Cost: \$570.
 2. Conduct 6 entrepreneurship workshops in Solano County.
 - a) One 3 hour class per week over 6 weeks.
 - b) SBDC will utilize certified business advisors to instruct the entrepreneurship classes.
 - Estimated 18 hours of in-class training
 - \$50 per hour x 18 hours = workshop training cost: \$900
 - Certified Business Advisor (main Instructor) included in workshop training cost
 - Specialty Instructor = \$70 x 9 hours = \$630
 3. Provide small business counseling for attending students.
 - a) One on one small business technical assistance provided to the Contestants
 - **Small Business Counseling hours = 30 hours @ \$50 = \$1,500**

Budget	
Coordination of Start-Up Benicia Competition	\$570
Entrepreneurship Workshops	\$1530
Business Counseling	\$1500
Program Marketing and Administration	\$400
TOTAL	\$4000

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

Submitted By:		
Approved By (Superintendent President): Solano Community College	Celia Esposito-Noy, Ed.D., Superintendent President	Date
Approved By: (Manager) City of Benicia Economic Development	Mario Giuliani, Manager 	Date

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

TO: **Members of the Governing Board**

SUBJECT: **CTE DATA UNLOCKED INITIATIVE GRANT FUNDING
(NEW)**

REQUESTED ACTION:

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

SUMMARY:

This item is to approve a grant sub-agreement between Rancho Santiago Community College District (RSCCD) and Solano Community College District as host college for the Sector Navigator for Small Business. RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001, from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges. Through RSCCD as the fiscal agent, the Chancellor’s Office is providing Sector Navigators with \$40,000 in supplemental funding to support the CTE Data Unlocked Initiative which part of the process for distributing the \$200 million in Strong Workforce funding in FY 16-17. The period of performance for this Agreement shall be from August 16, 2016 through October 31, 2017. Attached is a copy of the sub-agreement.

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: 88530-88540</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$40,000 Revenue</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> 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

September 9, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 9, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOLANO COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 15th day of August, 2016, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Solano Community College District (hereinafter “SUBCONTRACTOR”), on behalf of Solano College, host of the Sector Navigator for Small Business. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “CTE Data Unlocked Initiative,” Prime Award #15-197-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this Agreement shall be from August 16, 2016 through October 31, 2017.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$40,000.00 USD.
4. Budget
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and

approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

One invoice is to be submitted for payment of the total costs of the agreement. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, if requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and

inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Charles Eason, Sector Navigator
Solano College
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Solano Community
College District*

By: 
Name: Peter J. Mardash

By: _____
Name: Dr. Celia Esposito-Noy

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: Superintendent/President

Date: _____
8/16/16

Date: _____

Board Approval Date: August 15, 2016

94-6002197
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 01/16 and Article II, Rev. 05/14

EXHIBIT A

Sector Navigator CTE Data Unlocked Scope of Work and Budget

1. Provide industry connections and sector based industry reports and data to supplement CTE Data Unlocked. Budget allocation: \$2,500
2. Continue to convene statewide industry advisory groups to validate and vet LMI data for CTE Data Unlocked. Budget allocation: \$15,000
3. Lead the sector strategies aspect of regional planning. Secure sector-based industry and economic development representatives including Workforce Development Board partners, Industry and Trade Associations, etc. Budget allocation: \$5,000
4. Provide sector-based investment options for college and regional planning. Budget allocation: \$10,000
5. Coordinate DSN and SN participate in all regional planning sessions. Budget: \$5,500
6. Other scope that facilitates the implementation of the Strong Workforce Task Force recommendations. Budget: \$1,000
7. Reinforce CTE Data Unlocked training with DSN's, college faculty and deans. Budget: \$1,000

APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

The Workforce and Economic Development Program CTE Data Unlocked Grant

Program-Specific Legal Terms and Conditions (Effective January 15, 2016)

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget.

Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Grantee agrees to expend matching funds at least equal to the match identified on the face sheet of this Grant Agreement. Payments shall be based on project costs reduced to the extent of required matching funds.

2. Budget Changes

- Grant recipient(s) may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Adding or deleting budget categories are subject to the prior approval of the Project Monitor. Prior approval for these additions and/or deletions is made through the Chancellor’s Office on-line quarterly reporting system. Once the requested change is approved, the affected quarterly budget will be updated electronically.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected.

3. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

4. Reporting

The Recipient shall prepare and submit to the Division of Workforce and Economic Development quarterly “Year-to-Date Expenditure and Progress Reports” using the online reporting system at:

<https://misweb.cccco.edu/SB70/prod/logon.cfm>

These reports are due on or before the following dates:

YEAR ONE

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2016
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2016
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2017

4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2017
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YEAR TWO

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2017
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2017
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2018
4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2018
Final Claim of Expenditures and Final Report due	July 31, 2018

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.

The Final Performance and Expenditure Report must be received by the Division of Workforce and Economic Development no later than July 31, 2018.

5. The Chancellor’s Office reserves the right to evaluate a grantees performance as follows:

- Reasonable and timely progress meeting the objectives of the grant; and
- Submission of a final report.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond

the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

12. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

14. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

- d. Avoidance of Conflicts of Economic Interests.
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 - 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 - 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant

Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering

into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee.

In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-

insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable

credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) 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 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 under the Grant will:

1. Receive a copy of the Grantee's drug-free policy statement; and,
2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant Agreement 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;

3. 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 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.