

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

**TO:**                                    **MEMBERS OF THE GOVERNING BOARD**

**SUBJECT:**                            **CONSENT CALENDAR – HUMAN RESOURCES**

**REQUESTED ACTION:**    **APPROVAL**

**EMPLOYMENT 2015-2016**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
James Buchanan	Director-Facilities (Classified Manager) M00019 (Range 46/Step 2)	05/05/16

**Regular Assignment – Revised Start Date**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Brad Starkey- Owens	Alternate Media Specialist C00026 (Range 16/Step 2)	04/12/16

**Ten-month Classified Employees Working Summer Session**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Rashmi Bains	Learning Resources Technician	06/01/16 – 06/30/16	\$25.99 / \$38.99 OT
Jerry Lowe	Cosmetology Lab Technician	06/13/16 – 08/04/16	\$24.26 / \$36.39 OT
Carica Macariola	Kinesiology/Athletic Assistant	06/01/16 – 06/30/16	\$16.98 / \$25.47 OT
Marie Mayne	Tutor Center Specialist	05/19/16 – 05/20/16	\$23.55 / \$35.33 OT
Samuel McKinney, Jr.	Kinesiology/Athletic Assistant	07/01/16 – 07/29/16	\$21.06 / \$31.59 OT

**Mary Jones**  
Human Resources

April 22, 2016

**Date Submitted**

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

April 22, 2016

**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

May 4, 2016

Page 2

**Ten-month Classified Employees Working Summer Session (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Diane Rieschick	Instructional Lab Assistant 2	06/01/16 – 07/30/16	\$23.57 / \$35.36 OT
Rhonda Roman	Photography Lab Technician	06/06/16 – 08/01/16	\$20.65 / \$30.98 OT
Dyan Smith	Early Learning Center Assistant	06/08/16 – 07/21/16	\$18.10 / \$27.15 OT
Patrice Spann	Early Learning Center Specialist	06/08/16 – 07/21/16	\$22.62 / \$33.93 OT
Lisa Stedman	Early Learning Center Specialist	06/13/16 – 07/21/16	\$24.62 / \$36.93 OT
Katherine Zimmer	Early Learning Center Specialist	06/08/16 – 07/21/16	\$18.90 / \$28.35 OT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISED RESIGNATION TO RETIRE

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Karen McCord	Ethnic Studies/Social Science Professor 20 years and 5 months of service at SCC	06/01/2016

**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**

April 22, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

April 22, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)  
REQUEST FOR EASEMENT ON SOLANO COMMUNITY  
COLLEGE ROCKVILLE ROAD PROPERTY**

**REQUESTED ACTION:**

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

**SUMMARY:**

Pacific Gas and Electric Company (PG&E) is proposing to relocate three utility poles that are currently on a conservation area. As part of this project, they will be re-conductoring the circuit to address the growing load/capacity needs in the area. This particular circuit is a summer peaking circuit, with 2016 summer loads expected to be 10% above the normal rated capacity.

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Yulian Ligioso Vice President, Finance & Administration		
<b>PRESENTER'S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
<b>ADDRESS</b>		
(707) 864-7209		
<b>TELEPHONE NUMBER</b>		
Yulian Ligioso		April 22, 2016
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>
April 22, 2016		<b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b>		
<b>SUPERINTENDENT-PRESIDENT</b>		

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

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

**SUBJECT:** **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)  
REQUEST FOR EASEMENT ON SOLANO COMMUNITY  
COLLEGE ROCKVILLE ROAD PROPERTY**

**REQUESTED ACTION:**

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

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Thus the project completion goal is to complete the work prior to the summer loads start to peak this year, to avoid customer outages, along with addressing capacity and safety issues for the area.

PG&E has an existing easement that runs from Rockville Road to Interstate-80. Part of the line is on property that is owned by Solano Community College (Assessor Parcel Number 0027-242-120). The new location of the poles will be 60 feet west of the existing line, which is located on the College's property.

Attached is a copy of the easement and map showing the area.

Board approval is requested to grant PG&E the easement.

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**Land Services Office 245 Marker St,**  
**N10A, Room 1015**  
**P.O. Box 770000 San Francisco, California 94177**

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-02-1131

EASEMENT DEED

SOLANO COUNTY JUNIOR COLLEGE DISTRICT,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Solano, State of California, described as follows:

(APN 0027-242-120)

The parcel of land described in the deed from Louise Marie Martin and William H.M. Smith to Solano County Junior College District dated July 11, 1967 and recorded in Book 1462 of Official Records at page 533, Solano County Records.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, guy stubs, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land described as follows:

Strip 1

A strip of land of the uniform width of 30 feet and lying 15 feet on each side of the line described as follows:

Commencing at the found brass pin street monument, as shown on the map filed for record November 20, 1969 in Book 24 of Maps at page 78, Solano County; thence

(a) south 00°52'27" west 2049.29 feet to the TRUE POINT OF BEGINNING; thence

(1) south 09° 05' 23" west 377.80 feet

to a point herein for convenience called Point "A"; thence

(2) south 33°11'40" east 58.43 feet

to a point within the boundary lines of said lands.

Strip 2

A strip of land of the uniform width of 10 feet extending northwesterly from the centerline of the strip of land hereinbefore described and designated Strip 1 and lying 5 feet on each side of the line described as follows:

Beginning at said Point "A" and running  
(1) north 33°11'40" west 45.52 feet  
to a point within the boundary lines of said lands.

Excepting therefrom the strip of land herein described as Strip 1.

The foregoing descriptions are based on a survey made by Grantee in February 2016. The basis of bearings used is based on a course according to the Record of Survey Map filed November 20, 1969 in Book 24 of Maps at page 78, Solano County Records, that has a bearing of North 00°46'00" West and a distance of 271.65 feet.

Grantor hereby confirms in Grantee all necessary rights for Grantee's existing poles, wires and other appurtenances located on said lands.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: \_\_\_\_\_, \_\_\_\_\_.

SOLANO COUNTY JUNIOR COLLEGE  
DISTRICT,

By \_\_\_\_\_

By \_\_\_\_\_

Attach to LD 2405-02-1131  
Area 6 Sacramento Division  
Land Service Office: Sacramento  
Operating Department: Electric Distribution  
USGS location (MDM and T05N, R02W, Sec. 32, W ½)  
Suisun Rancho  
FERC License Number(s): N/A  
PG&E Drawing Number(s): L-05-02-32  
PLAT NO.: T-0907  
LD of any affected documents: N/A  
LD of any Cross-referenced documents: N/A  
TYPE OF INTEREST: 03, 06, 43  
SBE Parcel Number: N/A  
(For Quitclaims, % being quitclaimed):  
Order #: 30996468  
JCN: N/A  
County: Solano  
Utility Notice Numbers: N/A  
851 Approval Application No.     N/A     Decision     N/A      
Prepared By: PXA0  
Checked By: RWW0

**(This page must be recorded with document)**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here insert name and title of the officer

personally appeared \_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

SUISUN RANCHO

ROCKVILLE ROAD

ROAD

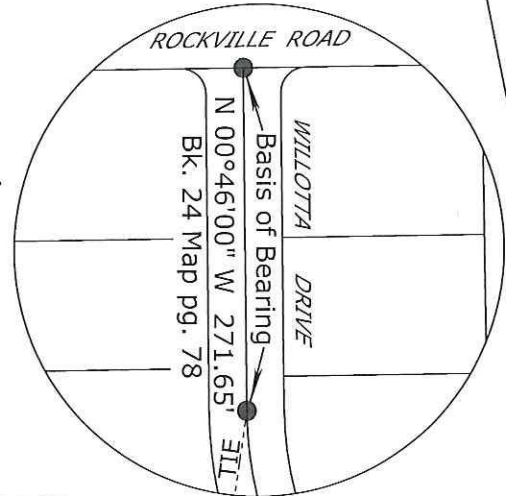
**BASIS OF BEARINGS:**

The bearings used are based on a survey made by Grantee in February 2016. The basis of bearings used is based on a course according to the Record of Survey Map filed November 20, 1969 in Book 24 of Maps at page 78, Solano County Records, that has a bearing of North 00°46'00" West and a distance of 271.65 feet.

LINE TABLE		
LINE	BEARING	DISTANCE
Strip 1	S 09°05'23" W	377.80'
Strip 1 (cont.)	S 33°11'40" E	58.43'
Strip 2	N 33°11'40" W	45.52'
TIE	S 00°52'27" W	2049.29'

Rockville Road  
APN: 0027-200-020

See Detail 'A'



William C. Robbins  
APN: 0027-251-100

Detail 'A'  
N.T.S.

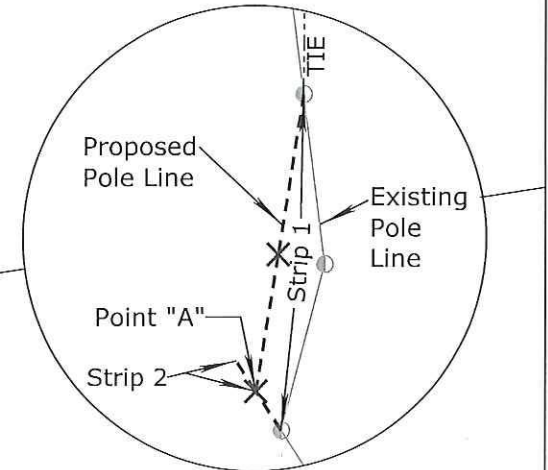
See Detail 'B'

**SOLANO COUNTY JUNIOR COLLEGE DISTRICT**

Solano Cnty. Jr. College Distr.  
APN: 0027-242-110

APN: 0027-242-120  
Bk. 1462 O.R. pg. 534  
Dated July 11, 1967  
Solano County Records

BK. 10 R.S. PG. 62



Detail 'B'  
N.T.S.

Roman Catholic Bishop of Sacto  
APN: 0027-350-110

INTERSTATE 80

**LEGEND:**

- Found Brass Pin Street Monument Per Book 24 of Maps Page 78 Filed for Record November 20, 1969, Solano County Records
- PG&E 30' Wide Elec. Esmnt. (Strip 1)
- PG&E 10' Wide Anchor Esmnt. (Strip 2)
- Existing Pole
- × Proposed Electric Pole

UNLESS OTHERWISE SHOWN ALL COURSES  
EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:

**Pacific Gas & Electric Company**

SCALE  
1" = 600'

DATE  
02/12/16

SECTION (W 1/2 Sec. 32)	TOWNSHIP (T.05N.)	RANGE (R.02W.)	MERIDIAN (M.D.M.)	COUNTY OF: Solano	CITY OF: Unincorporated
PLAT MAP REFERENCES T-0907				F.B.: PG&E	DR.BY: PXAO
				Sacramento DIVISION	30996468 AUTHORIZ
				L-05-02-32 DRAWING NO.	

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO KITCHELL CEM FOR  
 PROFESSIONAL SERVICES FOR VALLEJO CENTER  
 EXTERIOR PAINT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for award of contract to Kitchell CEM for professional services to manage the contractor bid and award phase of the Vallejo Center Exterior Paint Project. The scope of services includes coordination with paint manufacturer for color match, preparation of Request for Proposal (RFP), management of the bidding phase, review of bids and recommendation of award, contract preparation using District standard construction contract, and preparation of Board item for award of contract.

*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: Campus beautification.

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$ 2,900 Scheduled Maintenance Funds</i>
------------------	---------------------------------	--

**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**

April 29, 2016

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

April 29, 2016  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO KITCHELL CEM FOR  
PROFESSIONAL SERVICES FOR VALLEJO CENTER  
EXTERIOR PAINT PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The Governing Board is asked to approve a contract for Kitchell CEM in the amount not to exceed \$ 2,900.

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



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES  
FOR THE VALLEJO CENTER EXTERIOR PAINT  
PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for the contract award for the Vallejo Center Exterior Paint Project. The scope of work entails painting of the blue exterior cement plaster walls which have faded since the original application, using District specified specialty paint. Proposals were solicited from Department of General Services (DGS) registered Small Businesses and Disabled Veteran Business Enterprises.

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: Campus beautification.

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

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) 863-7209

TELEPHONE NUMBER

VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 22, 2016

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

April 22, 2016

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: DISTRICT AUTHORIZED SIGNATURES  
SIGNING AUTHORITY, RESOLUTION NO. 15/16-30

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 15/16-30.

**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>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
------------------	----------------------	---------------------------------

**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**

April 22, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Celia Esposito-Noy  
Superintendent-President

April 22, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON  
OFFICIAL FINANCIAL DOCUMENTS**

**RESOLUTION NO. 15/16-30**

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

---

MICHAEL A. MARTIN

BOARD PRESIDENT

---

CELIA ESPOSITO-NOY

SUPERINTENDENT-PRESIDENT

---

YULIAN I. LIGIOSO

VICE PRESIDENT, FINANCE AND ADMINISTRATION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON  
OFFICIAL FINANCIAL DOCUMENTS**

**RESOLUTION NO. 15/16-30**

**(Continuing – Page 2)**

---

LESLIE MINOR

VICE PRESIDENT, ACADEMIC AFFAIRS

---

GREGORY BROWN

VICE PRESIDENT, STUDENT SERVICES

---

LUCKY LOFTON

EXECUTIVE BONDS MANAGER

---

PATRICK KILLINGSWORTH

DIRECTOR, FISCAL SERVICES

---

ADIL AHMED

ACCOUNTING MANAGER, FISCAL SERVICES



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON  
OFFICIAL FINANCIAL DOCUMENTS**

**RESOLUTION NO. 15/16-30**

**(Continuing – Page 3)**

---

BEVERLEY SLOLEY  
SENIOR ACCOUNTANT, FISCAL SERVICES

PASSED AND ADOPTED this 4<sup>th</sup> day of May 2016 by the Governing Board of the Solano  
Community College District.

---

MICHAEL A. MARTIN  
BOARD PRESIDENT

---

CELIA ESPOSITO-NOY  
SECRETARY

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

**TO: Members of the Governing Board**

**SUBJECT: INTEGRATED TESTING PROGRAM WITH NCLEX-RN  
REVIEW COURSE AGREEMENT BETWEEN THE  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
KAPLAN, INC.**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

An Integrated Testing Program with NCLEX-RN Review Course (Participant Pay Arrangement) Agreement between the Solano Community College (SCC) District and Kaplan, Inc., located at 750 Third Avenue, 8<sup>th</sup> Floor, New York, NY 10017, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the students in the Associate in Science Degree in Registered Nursing Program at SCC via the provision of programs to evaluate the nursing knowledge of the students and to enable them to prepare for the NCLEX-RN examination upon graduation from the Program. The Agreement identifies the Program Elements and Course Elements provided to the students during and subsequent to the Program.

A copy of this Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Division Counsel, Kaplan, Inc., 750 Third Avenue, 8<sup>th</sup> Floor, New York, NY 10017.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	3520	<i>Estimated Fiscal Impact: NONE</i>
------------------	----------------------	------	--------------------------------------

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

Robert Gabriel, Ph.D., Dean, School of Health  
Sciences

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7108

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

April 22, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

April 22, 2016  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## Integrated Testing Program with NCLEX-RN® Review Course Agreement

### Participant Pay Arrangement

This agreement (the "Agreement") is entered into as of the 4th day of May, 2016 ("**Effective Date**") by and between Kaplan Test Prep, a division of Kaplan, Inc., ("**Kaplan,**") and Solano Community College ("**SCHOOL**") with its principal office at 4000 Suisun Valley Road, Fairfield, CA 94534 (each, a "**Party**" and collectively, "**Parties**").

**WHEREAS** Kaplan has developed programs to evaluate the nursing knowledge of Participants in an undergraduate program leading to RN licensure and to prepare Participants for the NCLEX-RN® examination; and

**WHEREAS**, SCHOOL desires to provide Kaplan's programs to SCHOOL's nursing Participants;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. DEFINITIONS:

- a. "**Service**" means the Integrated Testing Program (the "**IT Program**") combined with the NCLEX-RN® Review Course (the "**NCLEX-RN Course**").
- b. The IT Program includes the following, each of which is a "**Program Element**":
  - i. **Admission Test** means an online admission test, designed exclusively for nursing school candidates and comprised of reading, writing, math (for nursing), and science sections.
  - ii. **Study Skills Workshops** means online workshops that teach study skills such as time management and note taking.
  - iii. **Drug Dosage and Calculation Workshop** means an online workshop teaching basic math, ratio/proportions and dimensional analysis needed to effectively calculate drug dosage.
  - iv. **Secured Benchmark Tests** means online, end-of course, subject matter specific tests that have been normed to a national average so that Participants and faculty can see how they compare to other Participants nationwide across a variety of measures. Every question comes with rationales and remediation text.
  - v. **Focused Review Tests** means online practice tests, typically used for homework assignments. Each question comes with rationales and remediation text.
  - vi. **Case Study Modules** means online clinical case studies that require Participants to take a patient through the entire nursing process: Chart Assessment, Physical Assessment, Diagnosis, Planning/Implementation, and Evaluation.
  - vii. **Skills Modules** means online modules that provide didactic training, video instruction, and quizzes to enforce key skills such as intradermal medication administration, temperature, and venipuncture.
  - viii. **Nursing School Basics** means comprehensive but concise reviews of basic nursing content with easy-to-understand outlines, tables, and graphs. *Nursing School Basics* is available in digital and hard copy formats.

- ix. **Nursing Assessment Test** means an end-of-program test that evaluates Participants' mastery of the content areas taught in a basic nursing curriculum.
  - x. **Predictive Tests 1 and 2** means end-of-program tests that predict Participant success on the NCLEX-RN exam.
- c. The NCLEX-RN Course includes the following, each of which is a “**Course Element**”:
- i. **NCLEX-RN® Review Course** means NCLEX-RN review instruction provided by Kaplan Faculty either in an in-person, classroom format (“**Live NCLEX-RN® Review Course**”) or in a real-time, live online format by Kaplan Faculty with online moderators to guide question and answer flow (“**Live Online NCLEX-RN® Review Course**”).
  - ii. **NCLEX-RN® Qbank** means an online, practice test tool that allows Participants to choose from exam style questions to create customized practice tests based on test plan areas.
  - iii. **Question Trainer Tests** means online practice tests with individualized feedback that increase in length and difficulty made up of one thousand (1,000) questions in total.
  - iv. **Content Review for the NCLEX-RN®** means a review of nursing content organized by the categories used in the NCLEX-RN® exam. *Content Review for the NCLEX-RN®* is available in digital and hard copy formats.
  - v. **Online NCLEX Study Center** means online videos consisting of 1) content review for the NCLEX-RN® and 2) Review of the same questions taught in the Live or Live Online class.
  - vi. **Readiness Test** means a test that determines Participants' readiness to take the NCLEX-RN® exam.
- d. **Administrator Website** means a web-based service through which SCHOOL can obtain data and reports from Kaplan's systems relating to their Participants progress and performance in the Service. Reporting data include: percent correct, percentile by category, answer change analysis, time per question and level of question difficulty by system, school, cohort and individual Participant.
- e. **Kaplan Faculty** means part-time Kaplan employees trained to teach the Kaplan NCLEX-RN® Review Course.
- f. **Kaplan Materials** means all Kaplan books, videos, online question banks (qbanks), tests, quizzes, questions and other Kaplan content, in electronic and hard copy formats, used in the Service.
- g. **Kaplan Nursing Consultant** means a full-time Kaplan employee with nurse educator background who consults with SCHOOL faculty and administrators to maximize effectiveness of the service. Kaplan Nursing Consultant may train nursing faculty on the use of IT Program and Course Elements, review, analyze and make recommendations based on data reports generated from Kaplan's online systems, and advise SCHOOL on how to integrate the Service into SCHOOL's curriculum.
- h. **Kaplan Online Assets** means Kaplan Materials that are accessed via the internet. Kaplan Online Assets are stored on Kaplan's technology system (“**Kaplan Systems**”).
- i. **Kaplan Account Manager** means full-time Kaplan employee who provides administrative support to SCHOOL for roster submission, test administration, invoicing and payment, and related issues.
- j. **Participants** means any nursing Participant identified to Kaplan by SCHOOL in an Initial Roster or Updated Roster (defined below).

## 2. KAPLAN OBLIGATIONS

- a. Deliver the NCLEX –RN Review Course to Participants.
  - i. If School has submitted twenty (20) or more participants on a Roster per scheduled Course to Kaplan, Kaplan will deliver the classroom component of the NCLEX –RN Review Course to Participants Live, On Site (In-Person).
  - ii. If there are fewer than twenty (20) Participants submitted on a Roster, SCHOOL’s Participants may join an existing Live Online NCLEX-PN® Review Course.
- b. Provide training on the Service to SCHOOL faculty. The Kaplan Nursing Consultant shall provide on-site training at a mutually agreed upon time. At SCHOOL’s request, Kaplan will reasonably schedule supplemental consultations and additional faculty training.
- c. Provide an orientation to Participants.
- d. Assign a Kaplan Account Manager to SCHOOL.
- e. Customize Kaplan’s standardized end-of-course exams to SCHOOL’S curriculum. SCHOOL must submit a customization request in writing via email to Kaplan Nursing at least 12 weeks prior to the start of the Academic Term for which the customized test is needed (“**Customization Request**”). Customization Requests must provide all information reasonable requested by Kaplan. Customizations are limited to one per test.
- f. Provide Participants license and login credentials to Kaplan Online Assets. Participant access to Kaplan Systems is personal to Participant and Participant may not share login credentials to Kaplan Systems with any other person.
- g. Provide SCHOOL a limited number of licenses and login credential to Kaplan Online Assets. SCHOOL may use Kaplan Materials as teaching aids however SCHOOL may not copy, otherwise reproduce, modify or alter Kaplan Materials without the prior, written consent of Kaplan. SCHOOL may not share login credentials to Kaplan Systems with any Participant or any person not a faculty member or administrator at SCHOOL.
- h. Provide SCHOOL license and login credentials to the Administrator Website. SCHOOL may not share login credentials to the Administrator Website with any Participant or any person not a faculty member or administrator at SCHOOL.
- i. Kaplan may modify, enhance or change Service and any aspect of the Service, Program Element or Course Element at its sole discretion during the term (collectively, “**Enhancements**”), however Kaplan will make reasonable efforts to give advance notice of any Modifications and in no event will an Enhancement materially degrade the Service. Kaplan shall in its discretion assign the Kaplan NCLEX Faculty, Kaplan Nursing Consultant(s) and Kaplan Account Manager(s) used in providing the Service to SCHOOL.
- j. Nursing School Basics and Content Review for the NCLEX-RN® shall be provided in digital formats. Participants may purchase hard-copy versions of Nursing School Basics and Content Review for the NCLEX-RN®.

### 3. SCHOOL OBLIGATIONS

- a. Standard start dates for SCHOOL’s academic terms (“**Academic Terms**”) are:
 

January 1, August 1
- b. SCHOOL shall provide Kaplan with an initial roster of Participants (“**Initial Roster**”) for each group of Participants who are scheduled to graduate at the same time (“**Cohort**”). Unless otherwise agreed by the Parties, the Initial Roster must be provided not later than 30 days after the start of the Academic Term to which the Roster applies, which shall be referred to as the

**“Deadline.”** SCHOOL may add or remove Participants from an Initial Roster by written notification to the Kaplan Account Manager on or before the Deadline. On the day following the Deadline, the Initial Roster shall become an **“Official Roster.”**

- c. The first Academic Term for which SCHOOL will provide Initial Rosters will be September 2016,
- d. For each subsequent Academic Term, SCHOOL shall provide Kaplan updated rosters for each existing Cohort (**“Updated Rosters”**) that will reflect any adds or drops to that Cohort. SCHOOL must also provide Initial Rosters for any new Cohorts (e.g., group of Participants beginning their studies with SCHOOL). Updated Rosters and Initial Rosters must be provided by the Deadline, following which such Rosters shall become Official Rosters. All Initial Roster and Updated Rosters must include all Participants in the Cohort.
- e. Initial Rosters and the Updated Rosters shall provide all information reasonably required by Kaplan, including: Participant first name, last name, email address, and anticipated graduation date. A sample Roster form is attached as **Exhibit A**.
- f. Each SCHOOL Participant on Official Roster shall pay a **Tuition Fee**. Tuition Fees are set forth in the attached **Exhibit B**. For the avoidance of doubt, if a Participant is studying for more than one Academic Term, SCHOOL Participants will pay more than one Tuition Fee for each Academic Term.
  - i. Notwithstanding the foregoing, once SCHOOL Participant has paid the **Anticipated Fees**, SCHOOL Participant shall have no further obligation to pay Tuition Fees so long as that Participant is registered at SCHOOL and identified on the applicable Official Roster as Fully Paid. Anticipated Fees are the total Tuition Fees that SCHOOL Participant will pay, under the relevant pricing terms set forth in Exhibit B, for each Participant in a Cohort from the Cohort’s start of the IT Program to the Cohort’s scheduled graduation from SCHOOL. Thus, if a Participant studies for a Term longer than other Participants in that Cohort, SCHOOL Participant shall not pay additional fees (i.e., in addition to the Anticipated Fees) for the remaining Term(s) if the SCHOOL has appropriately identified the Participant as Fully Paid.
- g. If after the Deadline has passed SCHOOL adds one or more Participants or an entirely new cohort for that Academic Term, SCHOOL Participants shall pay the same Tuition Fee as if the Participant had been added prior to the Deadline.
- h. If SCHOOL does not timely provide any Roster by the Deadline, Kaplan shall invoice SCHOOL Participants based on the best information available to Kaplan at that time (**“Forecasted Term”**). SCHOOL Participants will remain obligated to pay Tuition Fees during the Forecasted Term, with the exception of Participants who dropped prior to the relevant Deadline, and SCHOOL must provide Kaplan the dates of all adds and drops.
- i. SCHOOL Participants shall pay Kaplan the full invoiced amount in U.S. dollars within 30 days of the date of the Kaplan invoice. SCHOOL Participants shall pay Kaplan via electronic transfer pursuant to directions provided by Kaplan. Delinquent payments are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection.
- j. SCHOOL shall designate a person to serve as Kaplan’s principal contact at SCHOOL.
- k. SCHOOL shall administer Secured Benchmark Tests in a secure, proctored setting and SCHOOL shall take all reasonable precautions to prevent cheating on any Kaplan tests. SCHOOL acknowledges that Secured Benchmark Tests are normed and that cheating by Participants at SCHOOL impairs a valuable asset of Kaplan.

- l. SCHOOL shall provide a classroom(s) at SCHOOL free of charge upon a schedule mutually agreed upon by the Parties for all Elements designed to be delivered on-site or in a classroom.
- m. SCHOOL will mutually determine NCLEX review course dates at least 90 days in advance of expected delivery with the Kaplan Account Manager.
- n. SCHOOL shall ensure that all SCHOOL faculty who use SERVICES participate in training provided by the Kaplan Nursing Consultant.
- o. SCHOOL shall require all Participants to attend or watch Service orientations provided by Kaplan.

#### 4. INTELLECTUAL PROPERTY

- a. SCHOOL acknowledges that Program Elements, Course Elements, Kaplan Materials, Kaplan Online Assets, Kaplan Systems and all intellectual property rights thereto (collectively, **Kaplan IP**) are and shall remain the sole and exclusive property of Kaplan and its licensors. If requested by Kaplan, SCHOOL shall execute whatever documents may reasonably be required to confirm the ownership rights of Kaplan IP. SCHOOL agrees that SCHOOL, its officers, employees and agents will not make any copies of or otherwise reproduce Kaplan IP without the prior, written consent of Kaplan.
- b. SCHOOL shall use best efforts to prevent Participants from copying, reproducing or otherwise infringing Kaplan IP. SCHOOL shall promptly notify Kaplan if it becomes aware of any possible infringement of Kaplan's ownership rights in and to the Kaplan IP and SCHOOL shall cooperate with Kaplan in good faith in taking whatever legal or other action may be appropriate under the circumstances in the event of a possible infringement.
- c. SCHOOL shall not use Kaplan's logo and any other Kaplan trademark without the prior, written consent of Kaplan except as otherwise agreed herein.

#### 5. CONFIDENTIALITY

- a. The Parties shall hold in confidence, and shall not disclose to any person outside its organization, Confidential Information of the other Party. The receiving Party shall use such Confidential Information only for the purpose of performing its obligations under this Agreement, and shall not use or exploit such Confidential Information for its own benefit or the benefit of any other Party without the prior written consent of the disclosing Party. The term "**Confidential Information**" means information that a Party has designated as confidential to the other Party as well as any and all information relating to the research, development, products, pricing, methods of manufacture, trade secrets, business plans, customers, finances, and personnel data related to the business or affairs of the Parties. The term Confidential Information does not include any information (a) which either Party knew before it was disclosed by the disclosing Party; (b) which has become publicly known through no wrongful act of either Party; (c) which was developed independently by either Party; or (iv) which was disclosed to the receiving Party by someone with no duty of confidentiality to the disclosing Party.
- b. Except as otherwise set forth herein, neither of the parties will issue any press release(s) or make any public announcement(s) relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the express prior written consent of the other Party. For the purposes of this Agreement, discussions with potential Participants in the normal course of business as contemplated by this Agreement shall not constitute a public announcement or press release.

#### 6. REPRESENTATION , WARRANTIES & INDEMNITIES

- a. Kaplan warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; (c) to the best of its knowledge, no Kaplan IP infringes any personal, intellectual property or other

rights of any third party. Kaplan agrees to indemnify and hold harmless SCHOOL and its trustees officers, employees and agents from and against all third party claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of Kaplan's breach of this Agreement, any breach of Kaplan's representations and warranties herein, or any claims resulting from or arising out of the infringement of any third party intellectual property rights by Kaplan Materials.

- b. SCHOOL warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; and (c) in performing its obligations hereunder, it will comply with all laws, rules and regulations of all governmental bodies having jurisdiction thereof. SCHOOL agrees to indemnify and hold harmless Kaplan and its subsidiaries, affiliates, directors, shareholders, officers, employees and agents from and against all third party claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of SCHOOL's breach of this Agreement, any breach of its representations and warranties herein, any claims arising from data SCHOOL provides to Kaplan, and any claims resulting or arising out of or related to any injuries, damages or any other actions or claims, whether in contract, tort or any other theory of recovery, due to its negligence or malfeasance in operating, maintaining, servicing or otherwise controlling or owning the premises on or off-campus where the Service is provided.

## 7. TERM AND TERMINATION

- a. The term of this Agreement shall begin on the Effective Date and initially continue for two consecutive years ("**Contract Term**"). Sixty days prior to the end of the initial Contract Term and any subsequent Contract Term, Kaplan shall notify SCHOOL of any changes in terms ("**Terms Change Notice**"). Unless either Party sends the other Party written notice of termination within 30 days prior to the end of the applicable Contract Term, the Agreement shall automatically renew at the end of the applicable Contract Term for an additional two year period any terms in the Terms Change Notice shall automatically become part of this Agreement and shall control in the event of any conflict between them and any other provisions of the Agreement.
- b. If either Party terminates the Agreement under section 7(a) during an Academic Term, both Parties shall fulfill their obligations under this Agreement, including SCHOOL's payment obligations, for the remainder of that Academic Term.
- c. If either Party (i) fails to make any payment of money to the other Party when due hereunder or (ii) materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching Party (except for a failure to pay monies owed, in which case such period shall be ten (10) days), then the non-breaching Party may, in addition to whatever remedies it may have at law or otherwise arising out of such breach, elect to terminate this Agreement, in whole or in part, in which event the non-breaching Party shall be entitled to cease performance of the terminated portion of the Agreement and all amounts owed hereunder shall become immediately due and payable.
- d. Upon termination of this Agreement, SCHOOL shall, at its sole expense, deliver to Kaplan all of the Kaplan Materials then in its possession or control and shall cease to make any of the Program Elements, Course Elements, Kaplan Materials, or Kaplan Online Assets available to Participants, SCHOOL Participants or any other persons. For termination under section 7(a) or 7(b), SCHOOL must take all action described in the preceding sentence by the end of the Academic Term in which the termination became effective; whereas for termination under 7(c), SCHOOL must take all such actions within 10 days of termination.
- e. During any Contract Term, SCHOOL shall not enter into any other contract, except as agreed in writing by Kaplan, for services similar to the Service.



8. **GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law provisions. Both Parties consent to the exclusive jurisdiction of the federal and state courts of New York, New York.
9. **LIMITATION OF LIABILITY:** EXCEPT FOR LIABILITY ARISING AS A RESULT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF KAPLAN, IN NO EVENT SHALL KAPLAN BE LIABLE TO SCHOOL FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT KAPLAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL KAPLAN'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO KAPLAN BY SCHOOL HEREUNDER.
10. **DISCLAIMER OF WARRANTIES:** EXCEPT AS SPECIFIED IN THIS AGREEMENT, KAPLAN MAKES NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR OPERATION OF ITS WEBSITES AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

#### 11. GENERAL PROVISIONS

- a. This Agreement may not be assigned without the prior written permission of other Party. Notwithstanding the foregoing, Kaplan may assign its rights and delegate its duties under this Agreement to any subsidiary, parent or affiliated company of Kaplan if such entity agrees to be bound by all of the terms hereof.
- b. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement. A facsimile signature on this Agreement shall constitute an original signature.
- c. The captions and headings in this Agreement have been inserted solely for convenience of reference and shall not affect the interpretation of this Agreement.
- d. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them.
- e. Kaplan and SCHOOL are entering this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between Kaplan and SCHOOL.
- f. Kaplan shall not be liable for any damages caused by its failure or delay in performing its duties hereunder if such failure was due to causes beyond Kaplan's control, including, but not limited to, acts of God, acts of public enemy, acts of U.S. or foreign government, fires floods, earthquakes, epidemics, strikes, embargoes, or severely inclement weather condition.
- g. Any written notice permitted or required by this Agreement shall be sent or delivered to the Party to receive the same by Federal Express, DHL or other carrier, charges prepaid, or by facsimile transmission (including confirmation thereof) as set forth below (or as otherwise shall be designated by like notice):

If to Kaplan:

Kaplan Test Prep  
 750 Third Avenue, 8<sup>th</sup> Floor  
 New York, NY 10017  
 Attention: Erika Blumenthal  
 Fax: 215-987-5927

with a copy to:

Kaplan Test Prep  
750 Third Avenue, 8<sup>th</sup> Floor  
New York, NY 10017  
Attention: Division Counsel

If to SCHOOL:

Solano Community College  
School of Health Sciences  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Attn: Robert J. Gabriel, Ph.D., Dean

Any notice shall be deemed given on the date of receipt thereof.

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

**KAPLAN, INC.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Erika Blumenthal  
Vice-President and General Manager, Kaplan Nursing

**SCHOOL**

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

**EXHIBIT A**

**Example of Roster Collection Form**

Program Type (RN or PN):

School:

Class Graduation Date:

Date to send Participant access:

Faculty access to reports:

<u>Participant</u>	<u>First Name</u>	<u>Last Name</u>	<u>Email address</u>	<u>drops</u>	<u>adds</u>	<u>Cohort Name</u>	<u>Group Name</u>	<u>Fully Paid?</u>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**EXHIBIT B  
TUITION FEES**

As set forth in the Agreement, TUITION FEES are charged on a per Academic Term basis. The amount of Tuition Fees depends on anticipated graduation date of students in the Participant's Cohort.

Tuition Fees are as follows:

- RN Cohorts scheduled to graduate in 4 semesters: \$135 per semester
- Any additional RN cohorts not listed above: price per academic term = \$135.00 per student

Total cost of RN Deluxe program: \$540 per student.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: SABBATICAL LEAVE FOR THE 2014-2015 ACADEMIC YEAR

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The following recipient will give a report on her Sabbatical Leave for the 2014-2015 academic year:

*Laura Pirott- Fall 2014*

**STUDENT SUCCESS IMPACT:**

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

Ed.Code: *Education Code §87767* Board Policy: \_\_\_\_\_ Estimated Fiscal Impact: *N/A*

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Leslie Minor, Ph.D.  
Vice President, Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7117

**TELEPHONE NUMBER**

Leslie Minor, Ph.D.

**VICE PRESIDENT APPROVAL**

April 22, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

April 22, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

Laura E. Pirott, Ph.D., Professor of Spanish

Solano Community College

December 15, 2015

## **Post-Sabbatical Report: Fall 2014**

### **Introduction**

It is with great pleasure and gratitude to the selection committee and Board that I write about my sabbatical experience during the fall semester, 2014. In my original proposal, I detailed a rather ambitious plan to address five different areas related to Spanish/English interpretation and translation, for the purpose of establishing new courses at Solano Community College in the field of bilingual (Spanish/English) translation and interpretation. When I originally wrote my sabbatical proposal in October of 2013, I was as yet unsure of the specific direction my focus would take, whether in the healthcare field, in legal settings; whether in interpretation (oral transfer of messages) or translation (written transfer from one language to another) or a combination of all, as I intimated in my proposal.

In the semester prior to my sabbatical leave, I began to fine-tune my focus, researching the various certificate programs offered by local community colleges, assessing Solano Community College's specific strengths and student needs, and considering the viability of setting up a certificate program at our College. During this time, I also followed up with connections I had made with professionals in the fields of medical and legal interpretation, through my 2013, trainings at the Agnes Haury Institute in Arizona, and the Monterey Institute of International Studies, and over time, I decided that during my sabbatical I would specifically focus on healthcare and community interpreting, given that these areas are in great demand in Solano County and are more viable for our students to study. To focus additionally on the fields of legal interpretation and translation, as I had originally envisioned, would have made my task too overwhelming. These are fields that have longer histories in the U.S., are more heavily regulated, and potentially could be more unwieldy to shape into topics tailored to community college courses. Therefore, as I show

in the report that follows, my focus shifted to explore the areas of community interpreting, and specifically, healthcare interpreting, which is a sub-category of community interpreting.

### **Outcomes of Sabbatical**

Below, I have included in bold the five areas which I intended to explore in my original proposal, followed by the specific actions I took during my sabbatical, and during the spring 2015 semester which followed:

#### **I. Academic Preparation: Attend various trainings in legal and medical interpretation to become qualified to teach and practice as a professional interpreter.**

My advanced academic training is in the Liberal Arts, specifically Comparative Literature, Spanish and French languages and literatures. Therefore, this sabbatical offered an invaluable opportunity to "stretch" outside of my zone of familiarity, to explore healthcare, community, and human services settings, cultures, and vocabularies. I am delighted to report that as a result of my sabbatical, I am now officially a certified healthcare interpreter, giving me the confidence and expertise both to practice as a medical interpreter, as well as to teach the material with depth of understanding; I also have become an official trainer to teach Community Interpreting, at individual and institutional levels.

During my sabbatical (fall 2014), I attended/completed the following:

- **University of Arizona, Certificate of Completion National Center for Interpretation 2-Week Agnese Haury Institute, Medical Interpreters Training Institute, June 2014 (80 hours total of instruction)**

- **University of Arizona**, Certificate of Competency  
**National Center for Interpretation** NCITRP Medical Interpreter Competency Examination, June 2014

B. Semester subsequent to sabbatical (spring 2015): The following actions resulted from the seeds planted during the previous semester's sabbatical.

- Enrolled and completed (while teaching a full load at Solano College!) City College of San Francisco's course, Healthcare 80, "Interpreting in Healthcare I, " a 6-unit class which offered (as described in the catalogue), "Training for bilingual individuals to develop awareness, knowledge, and skills necessary for effective language interpretation in health care settings. Emphasis on the standards of practice of a healthcare interpreter, basic knowledge of common medical conditions, treatments, and procedures, cultural competency for specific communities necessary in the art of interpretation."

The CCSF program in Healthcare Interpreting is the oldest in the area and is the model followed by other California community colleges. I had the great fortune to interact and work with the program's creators, Professors Nora Goodfriend-Koven, and Gayle Tang, who generously provided invaluable suggestions, materials, and mentorship around my interest in developing a similar program here at Solano.

- Attended the California Healthcare Interpreting Association's (CHIA) Annual Conference on March 6-7, 2015 at the Monterey Plaza Hotel in Monterey, CA.
- Became a Certified Health Interpreter™ Spanish/English, granted by the **Certification Commission for Healthcare Interpreters (CCHI)** April 2015, after successfully passing competitive written and oral exams



- Obtained Certificate of Completion six-day Training of Trainers, **The Community Interpreter® International**, Columbia Maryland, July 2015 (48 hours of instruction)
- Obtained Associate Trainer License (CI-000192-01) in **The Community Interpreter® International Edition**, Professional Training for Community Interpreters, Columbia , Maryland, July 2015

## **II. Research: Research Bay Area community colleges' certificate offerings in Spanish/English interpretation**

- I conducted extensive internet research of local, and state-wide institutions, both at the community college level, and at four-year universities, that offer degrees and certificates in legal and/or medical interpretation and translation. I established connections with professionals in the field through the various trainings I received who helped me develop leads and ideas further.

## **III. Network and Create Relationships: Network with interpreter trainers and professionals in the field; meet and work with colleagues at Solano Community College**

In addition to meeting and exchanging ideas with preeminent trainers and professionals in the field of Healthcare Interpreting via email and face-to-face contact, such as Holly Mikkelson, Katharine Allan, Irene Radillo, Gloria Rivera, Marjory Bancroft, Nora Goodfriend-Koven, Gayle Tang, I also developed important connections with members of the Solano College Community, including Erin Moore, who proved invaluable in helping me understand the steps involved in creating new courses, and potentially a new certificate in bilingual healthcare interpretation. Additionally, I had a preliminary meeting with the Dean of Health Sciences, Maurice

McKinnon, to establish common interests and brainstorm ideas for ways to implement interdisciplinary collaboration. And I met with Liberal Arts Dean, Neil Glines several times in the course of the semester to check in and obtain feedback for ideas and questions I had. Also, I had the pleasure of working closely with Dr. Saki Cabrera to develop materials for her Human Services program.

During my sabbatical, I regularly attended Dr. Cabrera's HS 55 Human Services course to pilot ways of incorporating Spanish language and cultural materials into human services contexts. The collaboration, which was a great success, was featured in Solano Community College's, *Student Success Review*, Volume 1, issue 2, February 19, 2015. Below is the excerpt that was published:

“In Fall of 2014, Dr. Cabrera collaborated with Spanish professor, Dr. Laura Pirott, who provided very basic lessons in Spanish for students enrolled in Human Services 55 (Case Management) and who translated numerous forms that will enable fluent Spanish speakers to assess, link, monitor and eventually discharge a consumer in Spanish. The students learned to introduce themselves in Spanish, obtain basic information, adhere to cultural norms, and make information available to Spanish speaking service provider who will follow-up with the Spanish speaking consumer. This skill is invaluable given that providers may only have one opportunity to ensure that consumer needs are met, which empowers providers to overcome language barriers that would otherwise impede their ability to meet the needs of their Spanish speaking clients.”

--Solano Community College, *Student Success Review*, Volume 1, issue 2, February 19, 2015

Another curricular outcome that was borne out of teaming up with Dr. Saki Cabrera, has been the plan to revamp the 4-semester sequence of courses that is currently offered through the Spanish Program, titled Spanish for Medical Workers 61M-64M. After consultation and discussion, Dr. Cabrera and I feel that these courses could be greatly enhanced by renaming them "Spanish for Healthcare and Community Service Settings," to include more diverse materials culled from the community and human

services areas. This sequence would continue to cater to the true beginning students, many of whom could be recruited from the Human Services Program. Having a clearly defined beginning-Spanish track titled "Spanish for Healthcare and Community Services" would clarify some of the confusion that currently exists among students, many of whom mistakenly believe that these classes are for upper-level Spanish speakers. Creating two new classes specifically tailored to heritage students and those with advanced proficiencies, as I detail below, would address a real demand for upper-level, professional development courses.

I would not have had the opportunity to meet with and attend Dr. Cabrera's class to pilot our ideas without the time provided by my sabbatical. The impact on student learning has been immediate, and will continue as we develop our ideas further. Our collaboration will impact both the Human Services Program, as well as the Spanish Program. We are planning to teach a "learning community" in the near future. to explore other ways to bridge our respective disciplines, and better serve the student body and community.

#### **IV. Volunteer Work: Engage in volunteer interpreter and translation work to gain experience in the field:**

In my preparation to teach interpretation and translation skills, I felt it was imperative to get hands-on practice, to get a real sense of what is at stake when practicing interpretation skills successfully. To this end, I volunteered with the following groups:

- Peter Soskin, Esq., K&L Gates LLP 4 Embarcadero Center  
(approximately 12 hours total in the course of the fall 2014 and spring 2015 semesters). Performed a range of interpretation services in various areas, including immigration and healthcare/psychological settings, for two individuals seeking assylum, represented *pro bono* by lawyer, Peter Soskin.

- Richmond Naturalization Workshop, East Bay Naturalization Collaborative (3 hours total of interpretation services to immigrants seeking naturalization; workshop took place 11/8/14.).
- Richmond Art Center (13 hours total of written translation during the fall 2014). Translated course descriptions of art classes they offer into Spanish.

**V. Course Development: Create several new courses in medical and community interpreting with the aim of developing a CTE Certificate of Achievement in Spanish/English Interpretation at Solano Community College**

It has been a tremendous task to sort and channel the immense amount of information and experiences gathered during this period into manageable course outlines and proposals. I have been tackling this process in the two semesters following my sabbatical, though there have been some delays, given the competing demands of time due to other departmental commitments, most notably that of Program Review, which our short-staffed department of four full-time instructors has been tasked to complete by February of 2016.

However, during the fall 2015 semester, I did manage to begin the creation of two new courses in CurricuNet. These are tentatively titled, "Introduction to Community Interpreting in Healthcare, Educational, and Human Services Settings" and "Interpreting in Healthcare I." The course outlines and textbooks have been set, but I need to follow-up with Solano College staff members who are more familiar with curricular set up, for the purpose of possibly incorporating an internship/practicum component to the Healthcare Interpreting class. In October of this year, I met extensively with Erin Moore, who kindly outlined the next steps I needed to take, and the people with whom I need to meet to bring these two course proposals to completion.

Once this is done, and the courses are tested and assessed, I will be able to continue the process of creating a certificate program in Healthcare Interpreting.

## **Conclusion**

As I conclude my report, I would like to add that, during this current semester, I taught an upper-level Spanish 4 class in which I introduced some of the material gathered from my sabbatical, as a way to gauge student interest in the subject, and to test some of the specific techniques and exercises. Given the nature of Spanish 4 which provides a comprehensive review of the language, weaving medical interpretation material was a "natural" progression of combining practical oral skills with "real-life" scenarios. My students were very receptive and enthusiastic about the material, and expressed a strong desire to further their studies in medical interpretation. Several students in another class, my Spanish 3 class, also expressed a strong interest in pursuing interpreting as a professional career. I feel gratified that students have responded so enthusiastically to the materials presented, as they are looking forward to future course offerings.

In my estimation, my sabbatical proved to be immensely fruitful. It gave me the opportunity to develop my skills through multiple means: classroom learning, networking, and hands-on practice. My experiences and training have prepared me to create two courses in the field, which I am now qualified to teach as a certified medical interpreter. The information I share by these means will greatly benefit Solano College Students, and the community at large. The creation of these two new courses are timely, given Solano College's application to the US Department of Education to be designated as a Hispanic-Serving Institution.

I know my time was well spent, and I look forward to completing the course proposal process in the spring of 2016. Thank you for your time in reviewing this report.

(Please see attached Certificates obtained as a result of the sabbatical).

**CERTIFICATION COMMISSION FOR HEALTHCARE INTERPRETERS**



The Certification Commission for Healthcare Interpreters has conferred the designation of

**Certified Healthcare Interpreter™  
Spanish/English**

upon

**Laura E. Pirrott**

who has satisfactorily completed the educational, training and examination requirements for receiving this Certification. This Certification is valid provided that the individual named above adheres to the Certification Commission for Healthcare Interpreters' requirements regarding maintaining the individual's credential, including completion of continuing education requirements.

Signed, Sealed and Attested this 30th of April, 2015.

*Alfaldarob*

Chair

*Katherine K Diamond*

Vice Chair

CCHI Identification Number: 005631

Expiration date: This certificate expires 4 years from the date it was signed.

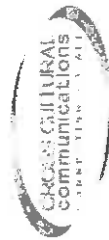
THIS IS TO ATTEST THAT

**Laura Pirott, Ph.D.**

is a Licensed Associate Trainer (CI-000192-01)  
after having completed a six-day Training of Trainers in  
**THE COMMUNITY INTERPRETER®**  
**INTERNATIONAL EDITION**

*Professional Training for Community Interpreters*

*held in Columbia, Maryland on July 27-August 1, 2015*



Marjory A. Bancroft, MA, CEO  
Cross-Cultural Communications, LLC

September 9, 2015

Date

10015 Old Columbia Road, Suite B-215, Columbia, MD 21046 • Voice: 410-312-5599 • Fax: 410-750-0332  
[www.cultureandlanguage.net](http://www.cultureandlanguage.net) • [ccc2@cultureandlanguage.net](mailto:ccc2@cultureandlanguage.net)



# CERTIFICATE OF COMPLETION

Presented to

**LAURA PIROTT**

---

For the Successful Completion of the  
National Center for Interpretation Testing, Research and Policy  
2-Week Medical Interpreter Training Institute  
From June 9, 2014 to June 20, 2014  
With 80 Hours of Instruction

*J. Radillo D.*

Irene Radillo  
MITI Faculty

*Gloria*

Gloria Rivera  
MITI Faculty

*Suzanne Panferov*

Dr. Suzanne Panferov  
Interim Director





NATIONAL CENTER  
FOR INTERPRETATION

# CERTIFICATE OF COMPETENCY

Presented to

**Laura Pirott**

---

Has demonstrated requisite competency in  
medical interpreting through his/her performance on the

**NCITRP MEDICAL INTERPRETER  
COMPETENCY EXAMINATION**

(Spanish) June 2014

*Suzanne Panferov*

---

Dr. Suzanne Panferov, Interim Director

 THE UNIVERSITY OF ARIZONA

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

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

**SUBJECT:** **MEASURE Q AND MEASURE G QUARTERLY  
PROGRESS UPDATE REPORTS TO THE GOVERNING  
BOARD**

**REQUESTED ACTION:**

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

**SUMMARY:**

Solano CCD Measure Q and Measure G Quarterly Update Reports are presented for Board information. These reports include an overview of program and project activities for Measure Q and Measure G Bond Programs for the period of January 1, 2016 – March 31, 2016.

*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: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<b>\$0</b>
------------------	----------------------	---------------------------------	------------

**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**

April 22, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

April 22, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q AND MEASURE G QUARTERLY  
PROGRESS UPDATE REPORTS TO THE GOVERNING  
BOARD**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Measure Q expenditures during this reporting period were \$4,329,278.  
Following is the status of major projects as of March 31, 2016:

- Performing Arts Building Renovation at Fairfield: construction in progress, equipment list being finalized
- Districtwide IT Infrastructure Improvements: construction and equipment procurement in progress and nearing completion
- Biotechnology and Science Building at Vacaville Center: site work construction documents approved by DSA, building construction documents submitted to DSA, site work construction expected to start early May.
- Autotechnology Building at Vallejo Center: construction documents were submitted to DSA March 22 for review and approval, construction is anticipated to start in August.
- Horticulture Phase 1 at Fairfield: site work construction documents approved by DSA March 8, project will be bid and construction contract submitted for Board approval in May, with construction start anticipated in June. A Groundbreaking Ceremony is scheduled for June 1.
- Science Building Phase 1 at Fairfield: Scope and budget modification approved by the Board in March, CEQA issued for public review, development of Criteria Documents resumed, Criteria Documents anticipated to be completed and RFP issued to the shortlisted Design Build teams end of June.

The reports are available online and can be found at <http://www.solano.edu/measureq/cboc.php>

**MEASURES G & Q UPDATE**

MAY 4, 2016

# **MEASURE G ACTIVITY**

## **January - March 2016**

- Installed 5 countertops in B1300 Painting Lab
- Confirmed balance of funds per FY 15/16 Audit
- Formulated recommendation for Bond Spending Plan Update to designate most remaining funds for final Small Capital projects

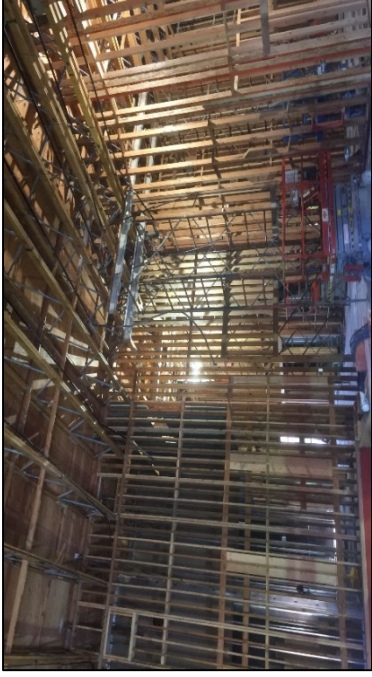
# **MEASURE Q ACTIVITY**

## **January - March 2016**

### **Program Overview:**

- **\$4,329,278 expended this quarter**
- **Monitored projected cash flow, made minor schedule and project adjustments to meet spending requirements**
- **Board approved revisions to District Standards**
- **Board approved Bond Spending Plan Update with revisions to facilitate Science budget changes**
- **Continued Small Local and Diverse Business Outreach Program**

# PERFORMING ARTS BUILDING RENOVATION



- Construction in progress
- 30% complete
- Completion target February 2017

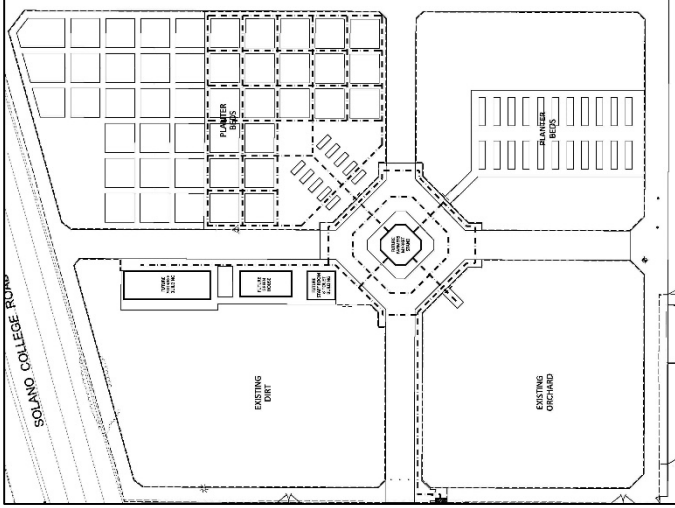
# IT INFRASTRUCTURE IMPROVEMENTS



- Construction of cabling upgrade and equipment procurement nearing completion
- Development of Technology Master Plan in progress



# HORTICULTURE PROJECT



- Site work plans approved by Division of State Architect
- Building plans submitted to DSA for review
- Groundbreaking June 1
- Construction start June 2016
- Completion target September 2016

# BIOTECHNOLOGY AND SCIENCE BUILDING



- Site work plans approved by DSA
- Building plans submitted to Division of State Architect
- Construction start target May
- Completion target September 2017

# AUTOTECHNOLOGY BUILDING



- Plans submitted to Division of State Architect
- Construction start target August 25
- Completion target August 2017

# SCIENCE BUILDING - PHASE 1



- Board approved scope & budget revision
- Criteria Documents in progress
- Three shortlisted Design Builder teams will receive Request for Proposals once Criteria Documents are finalized – likely end of June

# OTHER PROJECTS - HIGHLIGHTS

- Aeronautics & Workforce Development Building – soil borings & testing; meetings with faculty to define architectural space program
- Vacaville Annex Renovation – structural testing protocol submitted to DSA
- B100 Academic Success Center & Tutoring – new furniture ordered; bids received for construction work
- B200 CDFS Building Kitchen Renovation – plans submitted to DSA
- B1300 Kiln Fence – bids received
- B1400 Food Service Area Assessment - consultant selected, study in progress

# OTHER PROJECTS – HIGHLIGHTS CONTINUED

- FF&E Replacement – Phase 1 – new furniture ordered
- Fairfield Hydronic Pumps Replacement – bids received; contract awarded
- Fairfield Site Lighting Improvements – issued for bid
- Fairfield Substation 1 & 2 Replacement – consultant selected; design in progress
- Vacaville & Vallejo Centers HVAC Upgrade Design – proposals received
- Fairfield Paving Assessment – proposals received
- Exterior Security Camera System Planning Project – proposals received

**QUESTIONS?**