TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2016-2017

Regular Assignment

NameAssignmentEffectiveJames LongTemporary Full-time Anatomy/Biology Instructor08/11/16

Part-Time Adjunct Assignment

<u>Name</u>	Assignment	Effective
Katherine Becvar	Part-time Librarian Instructor	08/15/16
Penelope Crouse-	Part-time Head Softball Coach	08/15/16
Freehan		
Jennifer Handy	Part-time English Instructor	08/15/16
Randi Osburn	Part-time Child Development/Early Childhood Education	08/15/16
Maureen Powers	Part-time Child Development/Early Childhood Education Instructor	08/15/16
Erica Pressley	Part-time Spanish Instructor	08/15/16
Eusebio Rodriguez	Part-time Spanish Instructor	08/15/16
Anthony Scoggins	Part-time English Instructor	08/15/16
Danielle Shaw	Part-time English Instructor	08/15/16
Marco Valderrama	Part-time Spanish Instructor	08/15/16

Mary Jones Human Resources	Celia Esposito-Noy, Ed.D. Superintendent-President
August 5, 2016	August 5, 2016
Date Submitted	Date Approved

$\underline{Short\text{-}term/Temporary/Substitute}$

<u>Name</u>	Assignment	Fund/Grant Name	Effective	Amount
Natalie Allas	Theatre Event Technician	General Fund	08/18/16 – 06/30/17	\$14.00 hr.
Tatum Bales	Athletic Academic Instructional Lab Assistant	Equity	08/11/16 – 12/31/16	\$15.21 hr.
Michelle Galli	Assistant Coach – Volleyball	Volleyball Trust	08/18/16 - 12/31/16	\$16.66 hr.
Jennifer Guggemos	Theatre Event Technician	General Fund	08/18/16 - 06/30/17	\$14.00 hr.
Sarah Lambert	Theatre Event Technician	General Fund	08/18/16 - 06/30/17	\$14.00 hr.
Tuyen Minh Le	Custodial	General Fund	08/18/16 - 06/30/17	\$13.62 hr.
Thomas Nabarrete	Theatre Event Technician	General Fund	08/18/16 - 06/30/17	\$14.00 hr.
Andrew Rovendro	Theatre Event Technician	General Fund	08/18/16 – 06/30/17	\$14.00 hr.
Craig Scharfen	Senior Event Technician	General Fund	08/18/16 - 06/30/17	\$16.00 hr.

RESIGNATIONS

<u>Name</u>	Assignment	Effective
Julie Martinez	Occupational Ed Assistant – Work Experience	08/03/2016

AGENDA ITEM 12.(b) MEETING DATE August 17, 2016

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

<u>Superintendent-President's Office</u> <u>Celia Esposito-Noy, Superintendent-President</u>

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Brian Bedford	Facilitate Administrator Professional Development	August 1, 2016 – June 30, 2017	Not to exceed \$1,250.00
Ashley Hopkins	Provide training materials for Human Resources.	July 1, 2016 – June 30, 2017	Not to exceed \$10,000.00
Frances White	Facilitate annual Board Retreat.	June 25, 2016	Not to exceed \$2,500.00

<u>Academic Affairs</u> Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Benicia Community Gardens	Provide training and business advising services to Small	August 18, 2016 – June 30, 2017	Not to exceed \$19,000.00
Timothy Murrill	Business Development Center. Provide training and business advising services to Small	August 18, 2016 – June 30, 2017	Not to exceed \$2,500.00
Regenesis Learning Solutions	Business Development Center. Provide Microsoft Excel Pivot Table workshop.	August 18, 2016 – August 31, 2016	Not to exceed \$250.00

Yulian I. Ligioso	Celia Esposito-Noy, Ed.D.
Vice President, Finance & Administration	Superintendent-President
August 5, 2016	August 5, 2016
Date Submitted	Date Approved

Student Services Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Dale Murray	Present on the California Community College Athletic Association Constitution and Bylaws.	August 11, 2016	Not to exceed \$300.00

AGENDA ITEM	12.(c)
MEETING DATE	August 17, 2016

TO:		Members of the	e Governi	ing Board	
SUBJECT:		WARRANTS			
REQUESTED ACT	<u>ION</u> :				
☐Information ☑Consent	OR OR		nt		
SUMMARY:					
07/05/16 07/05/16 07/05/16 07/05/16 07/06/16 07/06/16 07/11/16 07/11/16 CONTINUED ON N STUDENT SUCCES ☐ Help our stude ☐ Basic skills edu ☐ Workforce dev ☐ Transfer-level ☐ Other:	Vendor Vendor Vendor Vendor Vendor EXT PACE SS IMPA Ints achievacation relopment	.CT: we their education t and training	25110710 25110710 25110710 25110711 25110711 25110711	028-2511071029 030-2511071032 033-2511071059 060-2511071275 276-2511071357 358 359-2511071363	\$420,367.21 \$54,834.80 \$1,646,956.37 \$56,448.51 \$1,158,291.02 \$12,580.00 \$77,457.97
Ed. Code: 70902 & 81	656	Board Polic	y: 3240	Estimated Fiscal In	pact: \$ 4,913,679.70
Vice President, Fir	n Ligioso	ministration ME	_		☐ DISAPPROVAL ☐ TABLE
Fairfield	i, CA 9453			G !! F	· W FID
(707) TELEPHO Yulia	n Ligioso		_	Superintend	to-Noy, Ed.D. ent-President
Vice President, Fir	ENT APP			DATE APP	t 5, 2016 PROVED BY ENT-PRESIDENT
DATE SUI SUPERINTENI			_		

-5-

AGENDA ITEM	12.(c)
MEETING DATE	August 17, 2016

ГО:	Members of the Governing Bo	ard
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SUBJECT: WARRANTS

REQUESTED ACTION:

☐ Information	OR	oxtimeApproval
⊠ Consent	OR	Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

07/11/16	Vendor Payments	2511071364-2511071431	\$497,580.99
07/18/16	Vendor Payments	2511071432-2511071433	\$20,784.00
07/18/16	Vendor Payments	2511071434-2511071445	\$240,932.70
07/18/16	Vendor Payments	2511071446-2511071508	\$176,640.81
07/20/16	Vendor Payments	2511071509-2511071566	\$14,317.40
07/25/16	Vendor Payments	2511071567-2511071569	\$41,939.60
07/25/16	Vendor Payments	2511071570-2511071650	\$289,576.46
07/25/16	Vendor Payments	2511071651-2511071711	\$131,055.81
07/28/16	Vendor Payments	2511071712-2511071716	<u>\$73,916.05</u>

TOTAL: \$4,913,679.70

AGENDA ITEM	12.(d)
MEETING DATE	August 17, 2016

TO:	Members of the Govern	ning Board	
SUBJECT:	NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR 21st CENTURY CLASSROOMS – PHASE 2 PROJECT		
REQUESTED ACTION:			
☐Information OR☐Consent OR	⊠Approval □Non-Consent		
SUMMARY:			
 The contractor has come The contract for the process. Upon Board approval a STUDENT SUCCESS IMP. Help our students achies a Basic skills education. Workforce development Transfer-level education. 	us. The scope of work incrywall texturing, repainting of uplete, and at this time the Dispected and complies with the upleted the work; oject is accepted and complete Notice of Completion will be ACT: eve their educational, profession and training	eluded replacement of car of walls, minor electrical a strict gives notice and cert ne plans and specifications te; and be filed with Solano Count essional and personal goa	rpet, selective drywall and low voltage work. tifies that: s;
Ed. Code:	Board Policy:		iscal Impact: \$0
SUPERINTENDENT'S RECOM	·	APPROVAL □ NOT REQUIRED □	DISAPPROVAL TABLE
Lucky Lofton Executive Bonds Ma PRESENTER'S No. 4000 Suisun Valley Fairfield, CA 945	AME Road		
ADDRESS		Dr. Celia Espo	
(707) 863-7855	ξ.	Superintendent-	-President
TELEPHONE NUM			
Yulian Ligioso Vice President, Finance & A	Administration	August 5, 2	
VICE PRESIDENT AP		DATE APPRO SUPERINTENDENT	
Δuguet 5 2016	•		

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

-7-

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:

<u>NAMES</u> <u>ADDRESSES</u>

			
6.	Work of modernization on th	e property bereinafter de	scribed was completed on: 8/17/16
7.	The Project Name is: 21st C	• • •	
7. 8.		•	sse 2 Project SA approval
9.			hulia, Inc.
-	The name of the contractor's		
		•	above owner is: _6/15/16
			/alley Road, Fairfield, CA 94534
	APN #: 0027-242-110	Toperty is. 4000 Suisuit V	ralley Road, Fallfield, CA 94554
	The property on which said solano, State of California, a	and is described as follow	is completed is in the City of Fairfield, County of vs: Replacement of carpet, selective drywall ting of walls, minor electrical and low voltage work.
	Date D.		Signature of Owner – Celia Esposito-Noy, Ec
			Solano Community College District
		Verificati	on
I, under	rsigned, say:		
	P, Finance and Administration	1	
("F	President," "Owner," "Manager," e	etc.)	
Of the o	declarant of the foregoing con	npletion; I have read said	Notice of Completion and know the contents
thereof	; the same is true of my own I	knowledge.	
I declar	e under penalty of perjury tha	at the foregoing is correct	and true.
Execute	ed on	,	, California.
		(City or	Town where signed)

AGENDA ITEM	12.(e)
MEETING DATE	August 17, 2016

TO:	Members of the Gover	rning Board
SUBJECT: <u>REQUESTED ACTION</u> :	NOTICE OF COMPL KITCHEN RENOVA	LETION FOR BUILDING 200 TION PROJECT
☐Information OR☐Consent OR	⊠Approval □Non-Consent	
Completion. On April 20, services for remodeling of complete, and at this time t The project has been the contractor has one of the contract for the Upon Board appropriect. STUDENT SUCCESS IM Help our students ach Basic skills education Workforce developm Transfer-level educations	2016, The Boldt Compathe main kitchen in Buildhe District gives notice and in inspected and complies we completed the work; project is accepted and coval a Notice of Completion PACT: nieve their educational, prominent and training tion	with the plans and specifications;
Ed. Code:	Board Policy:	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S RECO Lucky Lofto Executive Bonds M	n	□ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE
PRESENTER'S 4000 Suisun Valle Fairfield, CA 9	NAME by Road	
ADDRESS (707) 863-78	-	Dr. Celia Esposito-Noy Superintendent-President
TELEPHONE NU Yulian Ligio Vice President, Finance &	JMBER so	August 5, 2016
VICE PRESIDENT A August 5, 20	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITT	ED TO	

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: 8/17/16 7. The Project Name is: Building 200 Kitchen Renovation Project 8. DSA Number (if applicable): 02-114887 9. The contractor for such work of modernization is: The Boldt Company 10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company 11. The date of contract between the contractor and the above owner is: 4/20/16 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534 13. APN #: 0027-242-110 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Demolition and renovation of the main kitchen within Building 200. Date Signature of Owner – Celia Esposito-Noy, Ed.D. Solano Community College District Verification I, undersigned, say: I am Yulian Ligioso, Vice President, 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. _____, California. Executed on ___ (City or Town where signed)

AGENDA ITEM	12.(f)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board		
SUBJECT: REQUESTED ACTION:		MPLETION FOR CONST ASBESTOS ABATEMEN	
☐ Information OR ☐ Consent OR	⊠Approval □Non-Consent		
 The contractor has contract for the property of t	tion Services was do on the Fairfield Carspray-on ceiling in complete, and at this inspected and compounded the work; project is accepted and a Notice of Complete their educational and training	emolish and remove asbest mpus. The scope of work of Building 100 and tile floor time the District gives notice lies with the plans and specific	os containing material onsisted of removal of ring in Building 1900. e and certifies that: ifications; Solano County for the
☐Transfer-level education ☐ Transfer Ivecessary docu		leted construction	
Ed. Code:	Board Policy:	Estimate	ed Fiscal Impact: \$0
SUPERINTENDENT'S RECOM		⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Lucky Lofton Executive Bonds Ma PRESENTER'S N.	anager AME		
4000 Suisun Valley Fairfield, CA 945			
ADDRESS (707) 863-7855		Dr. Celia E s Superintende	sposito-Noy ent-President
TELEPHONE NUM Yulian Ligioso	MBER		
Vice President, Finance & A		August	
VICE PRESIDENT AP August 5, 2016		DATE APP SUPERINTENDE	
DATE SUBMITTE			

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:

Executed on ___

- 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: 8/17/16 7. The Project Name is: Asbestos Abatement Project 8. DSA Number (if applicable): N/A 9. The contractor for such work of modernization is: Calvary Construction Services 10. The name of the contractor's Surety Co. is: N/A 11. The date of contract between the contractor and the above owner is: 5/18/16 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534 13. APN #: 0027-242-110 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Removal of selective failing sections of spray on ceiling in Building 100 and tile flooring in Building 1900. Signature of Owner – Celia Esposito-Noy, Ed. Date D. Solano Community College District Verification I, undersigned, say: I am VP, Finance and Administration ("President," "Owner," "Manager," etc.) Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is correct and true.

_____, California.

(City or Town where signed)

AGENDA ITEM	12.(g)
MEETING DATE	August 17, 2016

TO:		Members of the	Governing	g Board	
SUBJECT:			R FIRE AI	ON FOR CONST LARM CONTRO	
REQUESTED A	CTION:				
☐Informatio ⊠Consent	n OR OR	⊠Approval ☐Non-Consent	t		
Completion. On A control panels. The certifies that: • The project • The contra • The contra • Upon Boa project. STUDENT SUCC	april 20, 20 e work on thas been ctor has cot for the print approva	on this project is combined and combined the work; project is accepted and a Notice of Correct on the correct of the correct o	was selecton was selecton to the selecton was selecton wa	ted to provide and at this time the D the plans and specete; and ill be filed with	Solano County for the
Basic skills Workforce Transfer-lev	education developme vel education	nt and training	-	•	
Ed. Code:	Board	d Policy:		ted Fiscal Impact:	N/A
SUPERINTENDEN	Γ'S RECON	IMENDATION:		APPROVAL NOT REQUIRED	☐ DISAPPROVAL☐ TABLE
Executi PRESI 4000 S	ve Bonds MENTER'S Nuisun Valley	anager AME Road			
	ield, CA 945 ADDRESS)34		Celia Esposit	to-Noy, Ed. D
		~			ent-President
,	07) 863-785: HONE NU I				
Y	ulian Ligioso)			5.2016
Vice President, VICE PRES					5, 2016 ROVED BY
A	August 5, 201	6			ENT-PRESIDENT

SUPERINTENDENT-PRESIDENT

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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

Execut	ed on	, at	, California.
I declai	re under penalty of perjury that	the foregoing is correct and	d true.
	; the same is true of my own kn	•	The second
			tice of Completion and know the contents
-	President," "Owner," "Manager," etc	-	tion of Completion and Impurity a contents
	P, Finance and Administration	`	
	rsigned, say:		
		VEIIIIGALION	
		Verification	
			Solano Community College District
	 Date		Signature of Owner – Celia Esposito-Noy, Ed.D.
	panels throughout the Fairfield	l Campus.	
	of Solano, State of California,	and is described as follows	s: provided and installed new fire alarm control
14.	The property on which said wo	ork of modernization was c	ompleted is in the City of Fairfield, County
13.	APN # 0027-242-110		
12.	The street address of said pro	perty is 4000 Suisun Valle	y Road, Fairfield, CA 94534
11.	The date of contract between	the contractor and the abo	ve owner is 04/20/16
10.	The name of the contractor's S	Surety Co. is: This project of	did not require a Surety Co.
9.	The contractor for such work of	of modernization is Quality	Sound
8.	DSA Number (if applicable): S	cope did not require DSA	approval
7.	The Project Name is Fire Aları	m Control Panel Upgrade	·
6.	Work of modernization on the	property hereinafter descri	bed was completed on: 8/17/2016
		muamauti i kauaimattau -l:	hadaa aamanlatad an, 0/47/0040

AGENDA ITEM	12.(h)
MEETING DATE	August 17, 2016

TO:	Members of the Go	overning Board	
SUBJECT:	NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE HYDRONIC PUMPS REPLACEMENT AT FAIRFIELD PROJECT		
REQUESTED ACTION:			
☐Information OR☐Consent OR	⊠Approval ☐Non-Consent		
Completion. On March 16, install new hot and chilled withis project is complete, and The project has been The contractor has contract for the project. The contract for the project. STUDENT SUCCESS IMP Help our students achies a skills education Workforce developme Transfer-level education	2016, Cooper Oates water hydronic pumps at this time the Districtionspected and complicationspected the work; project is accepted and all a Notice of Complete CaCT: eve their educational, put and training on	amps Replacement at Fairfield Project Notice of Air Conditioning, was selected to provide and a throughout the Fairfield Campus. The work on at gives notice and certifies that: es with the plans and specifications; defined with Solano County for the professional and personal goals ted construction and renovations.	
Ed. Code:	Board Policy:	Estimated Fiscal Impact: N/A	
SUPERINTENDENT'S RECOM	·		
Lucky Lofton Executive Bonds Ma			
PRESENTER'S N			
4000 Suisun Valley Fairfield, CA 945			
ADDRESS		Celia Esposito-Noy, Ed. D	
(707) 863-7855	5	Superintendent-President	
TELEPHONE NUM			
Yulian Ligioso			
Vice President, Finance & A		August 5, 2016	
VICE PRESIDENT AP	PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
August 5, 201	6	SUFERINTEINDENT-FRESIDENT	
DATE CUDMITTE			

SUPERINTENDENT-PRESIDENT

-15-

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: 8/17/2016			
7.	7. The Project Name is Hydronic Pumps Replacement at Fairfield			
8.	8. DSA Number (if applicable): Scope did not require DSA approval			
9.	. The contractor for such work of modernization is Cooper Oates Air Conditioning			
10.	0. The name of the contractor's Surety Co. is: This project did not require a Surety Co.			
11.	1. The date of contract between the contractor and the above owner is 03/16/2016			
12.	2. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534			
13.	3. APN # <u>0027-242-110</u>			
14.	4. The property on which said work of modernization was completed is in the City of Fairfield, Co	unty		
	of <u>Solano</u> , State of California, and is described as follows: provided and installed hot and chilled pumps throughout the Fairfield Campus.	ed hydronic		
	Date Signature of Owner – Celia Esposito- Solano Community College	•		
	Verification			
I, undei	ersigned, say:			
I am <u>VF</u>	VP, Finance and Administration			
•	"President," "Owner," "Manager," etc.)			
	e declarant of the foregoing completion; I have read said Notice of Completion and know the cont	ents		
	of; the same is true of my own knowledge.			
I declar	are under penalty of perjury that the foregoing is correct and true.			
Execute	uted on , at , California.			
	(City or Town where signed)			

AGENDA ITEM	12.(i)
MEETING DATE	August 17, 2016

TO:	Members of the G	Soverning Board	
SUBJECT:		MPLETION FOR CONST BUILDINGS 1600, 1800-A ECT	
REQUESTED ACTION:			
☐Information OR ☐Consent OR	⊠Approval □Non-Consent		
Corporation was selected to shed roof was added by Char roofing system (including a complete, and at this time the • The project has been a • The contractor has co • The contract for the p • Upon Board approvation project. STUDENT SUCCESS IMP.	per 21, 2015, South re-roof three buildings Order. The scoperoof drains and raise District gives notice inspected and complement and complement and training on	thwest Construction and Ings located on the Fairfield pe of work consisted of instinwater leaders). The work and certifies that: lies with the plans and speciand complete; and pletion will be filed with States.	Property Management Property Management Campus; an adjacent callation of a new TPO ork on this project is fications; Solano County for the
Ed. Code:	Board Policy:		Fiscal Impact: \$0
SUPERINTENDENT'S RECOM	·	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL
Lucky Lofton Executive Bonds Ma PRESENTER'S NA 4000 Suisun Valley Fairfield, CA 945	AME Road		
ADDRESS	34	Dr. Celia Es	sposito-Noy
(707) 863-7855		Superintende	
TELEPHONE NUM Yulian Ligioso			
Vice President, Finance & A		August	5, 2016
VICE PRESIDENT AP	PROVAL	DATE APPI SUPERINTENDE	ROVED BY
August 5, 2016			
DATE SUBMITTE	טוע		

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 pr	operty hereinafter described	was completed on: 8/17/16
7.	The Project Name is: Buildings	1600, 1800-A and 1900 Re-R	oofing Project
8.	DSA Number (if applicable): Sc	ope did not require DSA appr	oval
9.	The contractor for such work of	modernization is: Southwest	Construction and Property Management
10.	. The name of the contractor's Su	rety Co. is: Western Surety C	Company
11.	. The date of contract between the	e contractor and the above ov	vner is: <u>10/22/15</u>
12.	. The street address of said prope	erty is: 4000 Suisun Valley Ro	oad, Fairfield, CA 94534
13.	. APN #: <u>0027-242-110</u>		
14.	Solano, State of California, and	is described as follows: Instal	eted is in the City of <u>Fairfield, Co</u> unty of lation of new TPO roofing system (including ent shed on the Fairfield Campus.
	Date D.	S	ignature of Owner – Celia Esposito-Noy, Ec
	D.		Solano Community College District
		Verification	
l, undei	rsigned, say:		
l am <u>V</u> F	P, Finance and Administration		
-	President," "Owner," "Manager," etc.)		
			of Completion and know the contents
	f; the same is true of my own know		
l declar	re under penalty of perjury that the	e foregoing is correct and true).
Execute	ted on		, California.
		(City or Town who	ere signed)

AGENDA ITEM	14.(a)
MEETING DATE	August 17, 2016

TO:		Members of the Gove	erning Board	
SUBJECT:		RESIGNATION TO RETIRE		
REQUESTED ACT	<u>ION</u> :			
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent		
SUMMARY:				
Name		Assignment & Years	s of Service	Effective
Laurie Cheatham		Admissions and Reco	3	09/01/2016
STUDENT SUCCES Help students a Basic skills edu Workforce deve Transfer-level e	chieve cation elopme education	their educational, profes nt and training on	sional and personal goals	
Ed. Code: N/A		Board Policy: N/A	Estimated Fiscal Impact: N	V/A
SUPERINTENDENT'S	RECON	MENDATION:		PROVAL
Mary Human	Jones.	and a second		
PRESENT				
4000 Suisu Fairfield				
ADI	DRESS		Celia Esposito-Noy, Ed.l Superintendent-Presiden	
707-8	64-7263	i.	Supermendent-Fresiden	ıı
TELEPHO	NE NUI	MBER		
			August 5, 2016	
VICE PRESID	ENT AP	PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESI	
Augus	t 5, 201	5	SUI ERIITEINDEN I-PRESI	IDEN I
DATE SUB SUPERINTEND				

AGENDA ITEM	14.(b)
MEETING DATE	August 17, 2016

TO.	Marshaug of the	. Covernina Deemi	
TO:	Members of the	e Governing Board	
SUBJECT:		ENT QUITCLAIM REQUES & WORKFORCE DEV OJECT	
REQUESTED ACTION	: :		
☐Information OR ☐Consent OR	— • • •	nt	
•	* *	oject Initiation Form (PIF) an etivities for the Aeronautics a	
		at there is an unused PGE eaparcel. Approval is requested	
CONTINUED ON THE NEX	XT PAGE		
STUDENT SUCCESS IM Help our students ac Basic skills education Workforce developm Transfer-level education Other: Provide new	hieve their education on nent and training ation	nal, professional and personand	ıl goals
Ed. Code: Board Pol	icy:3225; 3520	Estimated Fiscal Impact: \$1	6,800 Measure Q Funds DISAPPROVAL
SUPERINTENDENT'S RECO	OMMENDATION:	□ NOT REQUIRE	
Lucky Loft			
Executive Bond I PRESENTER'S	•	_	
4000 Suisun Vall Fairfield, CA 9	ey Road		
ADDRES	S		osito-Noy, Ed.D.
(707) 863-73	855	Superint	endent-President
TELEPHONE N		_	
Yulian Ligi			
Vice President, Finance &			gust 5, 2016
VICE PRESIDENT	APPROVAL		APPROVED BY NDENT-PRESIDENT
August 5, 20		-	
DATE SUBMIT	ГЕД ТО		

SUPERINTENDENT-PRESIDENT

-20-

AGENDA ITEM 14.(b) MEETING DATE August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PG&E EASEMENT QUITCLAIM REQUEST FOR

AERONAUTICS & WORKFORCE DEVELOPMENT

BUILDING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

(abandonment) of this easement. It is less expensive to make a single request for both parcels. The District's pro-rata share of the fee for the request would be \$647.80. Removal of this easement facilitates placement of the new Aeronautics building on the site. Gas and electric facilities are available in Nut Tree Road at the south edge of the site.

The Board is asked to approve submitting a request to PG&E to quitclaim the easement and approve the District's pro-rata share of the request fees to PG&E in an amount of \$647.80.

GENDA ITEM	14.(c)
MEETING DATE	August 17, 2016

то:	Members of the G	overning Board
SUBJECT:	DEVELOPMENT APPLICATION FEES TO CITY OF VACAVILLE FOR AERONAUTICS & WORKFORCE DEVELOPMENT BUILDING PROJECT	
REQUESTED ACTION:		
☐ Information OR ☐ Consent OR	⊠Approval ⊠Non-Consent	
\$1,000,000 for environment Workforce Development Bu This project is one compone is being planned in collabor Doolittle is pursuing a lease moving the project CONTINUED ON THE NEXT STUDENT SUCCESS IMPA	al planning and other ilding Project. nt/phase of the Doolitation with Doolittle's or purchase option TPAGE ACT: eve their educational, on	Project Initiation Form (PIF) and funding of er early phase activities for the Aeronautics and little Aeronautics Center, and the District's project is development of a master plan for the complex. In for adjacent City owned parcels. As a part of a professional and personal goals
Ed. Code: Board Policy		stimated Fiscal Impact: \$6,405 Measure Q Funds
SUPERINTENDENT'S RECOM		
Lucky Lofton Executive Bond Ma PRESENTER'S N	nager	
4000 Suisun Valley Fairfield, CA 94:		
ADDRESS (707) 863-785.	5	Celia Esposito-Noy, Ed.D. Superintendent-President
TELEPHONE NUI Yulian Ligioso	MBER	
Vice President, Finance & A	Administration	August 5, 2016
VICE PRESIDENT AF	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 5, 201	6	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(c) MEETING DATE August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DEVELOPMENT APPLICATION FEES TO CITY OF

VACAVILLE FOR AERONAUTICS & WORKFORCE

DEVELOPMENT BUILDING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

forward and meeting requirements of that option, a Development Application for the complex must be submitted to the City of Vacaville in September. Approval is requested to submit jointly with the Doolittle Foundation, a project Development Application to the City of Vacaville, with the District's pro-rata share of application fees being \$6,405.

The application fees are for the following: Planned Development, CEQA Mitigated Negative Declaration, Policy Plan Amendment, Application Intake, and Airport Area of Influence Review. The District's pro-rata share is calculated as the percentage of the total complex acreage that the District owns or 24%.

The Board is asked to approve joint submittal of the Development Application and approve the District's pro-rata share of project Development Application fees to City of Vacaville in the amount of \$6,405.

AGENDA ITEM	14.(d)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT AWARD FOR CONSTRUCTION SERVICES TO TPA CONSTRUCTION, INC. FOR BUILDING 100 LOBBY FURNITURE AND ELECTRICAL IMPROVEMENTS PROJECT	
REQUESTED ACTION:		
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent	
The scope of work includes to add power receptacles for of General Services (DGS Enterprises. CONTINUED ON THE NEXT STUDENT SUCCESS IMPA	fabrication and instathe lobby of Buildi S) registered Sma PPAGE ACT: eve their educational and training on	by Furniture and Electrical Improvements Project. allation of custom tables and minor electrical working 100. Proposals were solicited from Department all Businesses and Disabled Veteran Businesses all, professional and personal goals
Ed. Code: Board Policy	·3225· 3520	Estimated Fiscal Impact: \$16,800 Measure Q Funds
SUPERINTENDENT'S RECOM		
Lucky Lofton Executive Bond Ma PRESENTER'S N.		
4000 Suisun Valley Fairfield, CA 945		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 TELEPHONE NU		
Yulian Ligioso)	
Vice President, Finance & A		August 5, 2016
VICE PRESIDENT AP	PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 5, 2016	<u> </u>	DOLLAR TEMPERATURE

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(d) MEETING DATE August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES

TO TPA CONSTRUCTION, INC. FOR BUILDING 100

LOBBY FURNITURE AND ELECTRICAL

IMPROVEMENTS PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Two proposals were received:

TPA Construction, Inc. \$16,800 Arthulia, Inc. \$22,000

It was determined that TPA Construction, Inc. was the lowest responsive and responsible bidder.

The Board is asked to approve a contract to TPA Construction, Inc., in the amount of \$16,800.

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

AGENDA ITEM	14.(e)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board	
SUBJECT:	RENEWAL AGREEMENT WITH THE SOLANO COUNTY OFFICE OF EDUCATION FOR DUPLICATING AND COURIER SERVICES	
REQUESTED ACTION:		
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent	
duplicating and courier servi 2017. The total cost to the courier services, as outlined indirect costs. Exhibit "A-1" is attached for STUDENT SUCCESS IMP	ACT: eve their educational, professional and personal goals nt and training	
Ed. Code: N/A	Board Policy: 3225 Estimated Fiscal Impact: \$93,773	
SUPERINTENDENT'S RECOM	✓ ADDDOVAI ☐ DISADDDOVAI	
Yulian Ligioso Vice President, Finance & A PRESENTER'S N 4000 Suisun Valley Fairfield, CA 94	Administration AME Road	
ADDRESS (707) 864-720	Celia Esposito-Noy, Ed.D. Superintendent-President	
TELEPHONE NUI	MBER	
Yulian Ligioso		
August 5, 2010	SUPERINTENDENT-PRESIDENT	
DATE SUBMITTE	טו ע	

SUPERINTENDENT-PRESIDENT

Exhibit "A-1"

2016/2017

This Exhibit "A-1" is for the 2016/2017 school year and incorporates by reference the terms and conditions of the Services Agreement dated February 5, 2013, between Solano County Office of Education (County Office) and Solano Community College (College), for duplicating and courier services.

The estimated annual cost for services under this agreement for the 2016/2017 year is \$93,773.00. This total includes 60% manager, courier services, as outline in the original agreement, and 9.65% indirect costs.

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Exhibit "A-1".

SOLANO COUNTY OFFICE OF EDUCATION	SOLANO COMMUNITY COLLEGE
Tommy Welch	
Associated Superintendent, Administrative	
Services and Operations	
7-15-2016	
Date	Date

AGENDA ITEM	14.(f)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board		
SUBJECT:	AMENDMENT # 1 WITH COUNTY OF SOLANO FOR AERONAUTICS & WORKFORCE DEVELOPMENT BUILDING PROJECT		
REQUESTED ACTION:			
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent		
SUMMARY: In September of 2015 the Boenvironmental planning and of Building Project.			_
In November of 2015 the Solathe County of Solano for a propart of the land acquisition.			
Board approval is requested mitigation, a requirement result			
The Board is asked to approve County of Solano's new contra			amount of \$22,272. The
The Agreement and Amendme	ent #1 are available onlin	ne at: http://www.solano.edu/	measureq/planning.php.
STUDENT SUCCESS IMPA Help our students achieved Basic skills education Workforce development Transfer-level education	. <u>CT</u> : we their educational, prof t and training	Sessional and personal goals	
Other: SUPERINTENDENT'S RECO	MMENDATION:	⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
Lucky Lofton Executive Bonds M PRESENTER'S N	l anager		
PRESENTER'S P	NAME		
4000 Suisun Valle Fairfield, CA 94			
ADDRESS		Celia Esposito Superintende	
(707) 863-785	55	Superintende	iit-i iesidelit
TELEPHONE NU			
Yulian Ligios			
Vice President, Finance and		August	
VICE PRESIDENT A		DATE APPI SUPERINTENDE	
August 5, 201			
DATE SUBMITT	ED TO		

SUPERINTENDENT-PRESIDENT

-28-

AGENDA ITEM	14.(g)
MEETING DATE	August 17, 2016

го:	Members of the G	Soverning Board	
SUBJECT:	CONTRACT AMENDMENT # 1 WITH HAZARD MANAGEMENT SERVICES FOR PROFESSIONAL SERVICES FOR THE ASBESTOS ABATEMENT PROJECT		
REQUESTED ACTION:			
☐ Information OR ☐ Consent OR	⊠Approval ⊠Non-Consent		
		with Hazard Management Ser e Asbestos Abatement Project	
	nagement Services.	mendment #1 to the original Γhis amendment is to provide	•
The Board is asked to approamount of \$960.	ove this contract Am	endment #1 to Hazard Manaş	gement Services in the
The contract Amendment #	1 is available online	at: http://www.solano.edu/m	easureq/planning.php.
Basic skills education Workforce developm Transfer-level educat Other: Enhance safety	nieve their educationa n ent and training ion	al, professional and personal g	goals
Ed. Code: Board Polic	y: 3225;3520	Estimated Fiscal Impact: \$96	60 Measure Q Funds
SUPERINTENDENT'S RECO		⊠ APPROVAL □ NOT REQUIRED	☐ DISAPPROVAL☐ TABLE
Lucky Lofto Executive Bonds M PRESENTER'S I 4000 Suisun Valle	Manager NAME		
Fairfield, CA 94	1534		
ADDRESS (707) 863-78.		Celia Esposito Superintende	
TELEPHONE NU	JMBER		
Yulian Ligio		A	5 2016
Vice President, Finance and VICE PRESIDENT A		August : DATE APPI SUPERINTENDE	ROVED BY
August 5, 20	16	SUPERINTENDE	IN I - T KESIDEN I
DATE SUBMITT			

SUPERINTENDENT-PRESIDENT

го:	Members of the Governing Board	
SUBJECT:	CONTRACT CHANGE ORDER #1 TO CLARK/SULLIVAN CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT	
REQUESTED ACTION:		
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent	
SUMMARY :		
Board approval is requested for Change Order #1 to the contract with Clark/Sullivan Construction the Design Build Entity (DBE) for the Autotechnology Building Project. On October 7, 2015 the Board approved a contract to Clark/Sullivan Construction for the Autotechnology Building Project.		
This change order includes a revision to achieve contract consistency regarding the final completion date, and is a zero cost change.		
CONTINUED ON THE NEX	T PAGE	
STUDENT SUCCESS IMI Help our students ach Basic skills education Workforce developme Transfer-level educati Other: Provide new in	ieve their educational, pent and training on	professional and personal goals quipment
Ed. Code:	Board Policy:	Estimated Fiscal Impact: No cost
SUPERINTENDENT'S RECO	MMENDATION:	□ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE
Lucky Lofton		
Executive Bonds M PRESENTER'S N	Ţ .	
4000 Suisun Valley Fairfield, CA 94	/ Road	
ADDRESS		Celia Esposito-Noy, Ed.D.
(707) 863-785	5	Superintendent-President
TELEPHONE NU		
Yulian Ligios		
Vice President, Finance and		August 5, 2016
VICE PRESIDENT A		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 5, 201	6	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(h) MEETING DATE August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT CHANGE ORDER #1 TO CLARK/SULLIVAN

CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This Change Order is to replace Exhibit E Project Milestone Schedule with the attached new Exhibit E which reflects the schedule Clark/Sullivan Construction submitted with their proposal. The final completion date will be August 18, 2017.

The Board is asked to approve a zero dollar change order to Clark/Sullivan Construction, which clarifies the final completion date to be August 18, 2017.

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

AGENDA ITEM	14.(i)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board	
SUBJECT:	CONTRACT CHANGE ORDER #1 TO LISTER CONSTRUCTION FOR THE WATER LINE SHUT OFF VALVES PROJECT	
REQUESTED ACTION:		
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent	
Water Line Shut Off Valve Construction for the Water I This change order is within funded by Measure Q approach CONTINUED ON THE NEXT STUDENT SUCCESS IMI Help our students ach Basic skills education Workforce development. Transfer-level education	e Project. On May 18, Line Shut Off Valve Protect the previously approve eved project contingence of PACT: ieve their educational, protect and training ion	ed budget for the project, with the change being
Ed. Code: Bo	ard Policy:	Estimated Fiscal Impact: \$13,923 Measure Q
SUPERINTENDENT'S RECO	MMENDATION:	
Lucky Lofton		
Executive Bonds M		
PRESENTER'S N	NAME	
4000 Suisun Valle Fairfield, CA 94		
ADDRESS		Celia Esposito-Noy, Ed.D.
(707) 863-785	55	Superintendent-President
TELEPHONE NU	MBER	
Yulian Ligios		
Vice President, Finance and		August 5, 2016
VICE PRESIDENT A	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 5, 201	16	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(i) MEETING DATE August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT CHANGE ORDER #1 TO LISTER

CONSTRUCTION FOR THE WATER LINE SHUT OFF

VALVES PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

- Trench plates to cover excavated areas in front of Building 1600 and Building 1700
- Increase valve size to 4" in lieu of 3" behind Building 600
- Replace an existing leaking 2" valve near Building 300
- Relocate isolation valve location due to existing lateral and valve serving Building 1800A

These unforeseen conditions were not part of the original contract with Lister Construction, necessitating a change order. The description above and the attached change order outline the changes required due to conditions discovered during construction.

\$159,777 Original Contract Sum

\$ 0 Previous Approved Change Orders

\$ 13,923 This Proposed Change Order

\$173,700 New Contract Sum Including This Change Order

The Board is asked to approve a change order to Lister Construction in the amount of \$13,923.

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

AGENDA ITEM	14.(j)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board		
SUBJECT:	CHANGE ORDER NO. 01 TO QUALITY PAINTING & CONSTRUCTION FOR THE VALLEJO CENTER EXTERIOR PAINTING PROJECT		
REQUESTED ACTION:			
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent		
	for Change Order No. 01 in the amount of \$1,900 to Quality Painting for the Vallejo Center Exterior Paint Project.		
that was not identified to be	a result of painting an additional area on the roof of the Vallejo Center painted in the original scope of work. The total cost for this added eval is requested for Change Order No. 01 for the amount of \$1,900.		
CONTINUED ON THE NEXT	Γ PAGE		
Basic skills education Workforce developme Transfer-level educati	ieve their educational, professional and personal goals ent and training		
Ed. Code: Board Policy: 3225	5; 3520 Estimated Fiscal Impact: \$1,900 Scheduled Maintenance Funds		
SUPERINTENDENT'S RECO	MMENDATION: APPROVAL DISAPPROVAL NOT REQUIRED TABLE		
Yulian Ligios VP, Finance & Admir PRESENTER'S N	nistration		
4000 Suisun Valley Fairfield, CA 94	534		
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President		
(707) 863-785 TELEPHONE NU			
Yulian Ligios			
Vice President, Finance & A			
VICE PRESIDENT AI			
August 5, 201	6		

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(j) MEETING DATE August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 01 TO QUALITY PAINTING &

CONSTRUCTION FOR THE VALLEJO CENTER

EXTERIOR PAINTING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order 1 if approved:

Change Order No.01 – Quality Painting and Construction:

Original Contract Sum	\$ 24,400.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ 1,900.00
Total Change Orders	\$ 1,900.00

Revised Contract Amount \$ 26,300.00

The Board is asked to approve a Change Order to Quality Painting and Construction in the amount of \$1,900.00.

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

AGENDA ITEM	14.(k)
MEETING DATE	August 17, 2016

TO:	Members of the Governing Board				
SUBJECT:		ACTION TO RATIFY DECLARATION OF EMERGENCY AND AUTHORIZE DISTRICT STAFF TO MAKE EMERGENCY REPAIRS, ALTERATIONS, WORK, AND IMPROVEMENTS TO DISTRICT FACILITIES, RESOLUTION NO. 16/17-04			
REQUESTED ACT	<u>ION</u> :				
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent			
SUMMARY:					
during system stress to building and the immorphism and the immorphism and corrective actions STUDENT SUCCES Help students at Basic skills edu Workforce dev Transfer-level	testing. ediate n d is requested is recessed. SS IMP achieve acation elopme	The leak resulted in dare eed to address the damagnested to declare an empary and incur any expension of their educational, profession and training	mage t ge. ergenc es to re	nex experienced a flood caused by a leak that caused the immediate closure of the cy and authorize action by staff to make respond to this emergency. and personal goals	
Other:	. 00	20 p lp !:	2020		
Government Code Sect. SUPERINTENDENT'S		·	\boxtimes	APPROVAL DISAPPROVAL NOT REQUIRED TABLE	
	n Ligioso			mor mayoums	
Vice President, Fin PRESENT					
4000 Suisu		Road			
AD	DRESS			Celia Esposito-Noy, Ed.D.	
(707)	864-7209)		Superintendent-President	
ТЕГЕРНО	NE NUN	MBER			
Yulia	n Ligioso)		August 11, 2016	
VICE PRESID	ENT AP	PROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
Augus DATE SU	t 11, 201 BMITTE				

SUPERINTENDENT-PRESIDENT

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http://www.solano.edu

DECLARATION OF EMERGENCY

WHEREAS, Government Code section 8630 and Board Policy 3820 authorize the Superintendent/President or designee to issue a declaration of emergency; and

WHEREAS, on August 10, 2016, the Vacaville Center Annex experienced a flood caused by a leak during system stress testing. The leak resulted in damage that caused the immediate closure of the building and the immediate need to address the damage; and

WHEREAS, as a result of the foregoing incident, The Governing Board is requested to declare an emergency and authorize action by staff to make any corrective actions necessary and incur any expenses to respond to this emergency; and

NOWTHEREFORE, I, CELIA ESPOSITO-NOY, Superintendent/President of the Solano Community College, hereby declare that an emergency exists and authorize District Officials to utilize all resources available and to take all necessary and appropriate steps to mitigate further loss of District property and resume existing school classes, in accordance with the District Policies and Procedures, and laws of the State of California and the United States of America.

FURTHER, I hereby authority District Officials to coordinate with city, county, and state officials as necessary to mitigate further loss of District property and resume existing school classes.

FURTHER, this declaration of emergency will have force and effect until the Governing Board meets in open session to take necessary and appropriate action regarding the events described above, but in no case longer than seven days from the date of this Declaration.

Celia Esposito-Noy	Date	
Superintendent/President		
Solano Community College District		

SOLANO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES RESOLUTION NO. 16/17-04

ACTION TO RATIFY DECLARATION OF EMERGENCY AND AUTHORIZE DISTRICT STAFF TO MAKE EMERGENCY REPAIRS, ALTERATIONS, WORK, AND IMPROVEMENTS TO DISTRICT FACILITIES

WHEREAS, Government Code section 8630 and Board Policy 3820 authorize the Superintendent/President or designee to issue a declaration of emergency; and

WHEREAS, Government Code section 8630 requires that the Board ratify the declaration of emergency within 7 days; and

WHEREAS, Public Contract Code Section 20654 provides that in an emergency when repairs, alterations, work, or improvement to a college facility are necessary to permit the continuance of existing classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract in writing for the performance labor and the furnishing of materials or supplies without advertising for or inviting bids and/or may authorize the use of day labor; and

WHEREAS, Public Contract Code Section 1102 defines an emergency as a "sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services"; and

WHEREAS, on or around August 10, 2016, the Vacaville Center Annex experienced a flood caused by a leak during system stress testing. The leak resulted in damage that caused the immediate closure of the building and the immediate need to address the damage;

WHEREAS, as a result of the foregoing incident, the Governing Board is requested to declare an emergency and authorize action by staff to make any corrective actions necessary and incur any expenses to respond to this emergency; and

WHEREAS, on August 17, 2016, District Superintendent-President Dr. Celia Esposito-Noy issued a Declaration of Emergency.

NOW, THEREFORE, BE IT RESOLVED by a unanimous the Board of Trustees of the Solano Community College District, that this Board hereby ratifies, for the reasons set forth above, Superintendent/President Dr. Celia Esposito-Noy's Declaration of Emergency due to the flood caused by a leak during system stress testing, and further declares that immediate corrective action is required to mitigate further loss of District property and resume existing school classes; and

BE IT FURTHER RESOLVED by a unanimous vote of Board of Trustees of the Solano Community College District, that this Board hereby authorizes the District

Superintendent/President and her designees to take all appropriate and necessary action to promptly evaluate and implement corrective action to protect District facilities, including but not limited to an authorization to enter into written contracts for the performance of labor and furnishing of materials and/or the use of day labor with the express approval from the County Superintendent of Schools; implement the repair and replacement of such facilities; and to re-open the facility as soon as it is safe to do so, all subject to ratification by this Board as soon as is practicable. The Board further directs the District Superintendent/President and/or her designees, as they deem necessary, to seek approval from the County Superintendent of Schools to enter into written contracts for the performance of labor and furnishing of materials without bidding and/or the use of day labor. The Board further directs the District Superintendent/President and/or her designees to prepare an estimate of the costs of the necessary corrective work, which shall be presented to the Board for review and ratification as soon as is practicable.

PASSED AND ADOPTED, This 17th day of August 2016, by the Governing Board of the Solano Community College District, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MICHAEL A. MARTIN
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D. SECRETARY

AGENDA ITEM	14.(1)
MEETING DATE	August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

го:	Members of	the Governing Board
SUBJECT:	RENEWAL	OF ANNUAL AGREEMENT WITH CVENT
REQUESTED ACTIO	<u>)N</u> :	
	OR ⊠Approva OR ⊠Non-Con	
SUMMARY:		
Small Business Sector govents such as the annucurriculum Collaborativerm of the agreement is which includes a \$1,50 storage/security plus a phe Small Business Seconffice which was previous and the students ach Basic skills education.	grant project. Cventral Small Business ve, and regional eves from 8/20/2016 to 200 license/maintenater registration fee for tor Navigator grant pusly approved by the IMPACT: nieve their education action opment and training	nal, professional and personal goals
Ed. Code: Board Polic	cy: 3520 Estimated F	Siscal Impact: \$7,665 from Small Business Sector Navigator Grant
SUPERINTENDENT'S RE	ECOMMENDATION:	: ☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Charles Eason, Small Bus	siness Sector Navigator	
PRESENTEI	R'S NAME	
4000 Suisun V Fairfield, C	•	
ADDR	EESS	Celia Esposito-Noy, Ed.D.
(707) 863	3_7846	Superintendent-President
TELEPHONE		
Dr. Leslie		
Vice President, Ac		August 5, 2016
VICE PRESIDEN	T APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 5	5, 2016	SOI EMINIENDENI'I RESIDENI
DATE SUBM		

SUPERINTENDENT-PRESIDENT

Customer: Solano Community College

Services: Cvent products and services listed below, each subject to the applicable Terms of Use located on the Cvent website at

http://www.cvent.com/en/product-terms-of-use.shtml.

Term: The term is 8/20/2016 to 8/19/2017. Agreement will renew for another term of equal length at then current rates unless Customer gives

Cvent 60 days prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75

days before expiration of term.

Annual Fees & Usage: Version

Maintenance Fee: Online Training, Phone/Email Support, Data Storage/Security \$1,500 \$2,500

Minimum Usage Fee \$6,165 \$7,065 (6.85 \$7.85 x 900 registrants)

1 Additional User Login \$0 \$250

TOTAL ANNUAL FEES USD \$7,665 USD \$7,665

Price does not include sales tax, which may be applicable in some states or jurisdictions.

Payment Terms

Annual upfront Check/BankTransfer

Federal Tax ID

Are You SalesTax Exempt TE1

You will be required to input credit card details upon login to the $\mbox{Cv}\,\mbox{ent}\,\mbox{system}.$

Please note: The credit card will be used only if "payment by credit card" has been selected on this agreement OR if any invoice is greater than 60 days overdue.

Overage Fees

Additional Terms

Cvent		Customer	Address	Billing Address	s (Same):
1765 Green	nsboro Station Place 7th Floor rner, VA 22102 Phone:703.226.3500 26.3501	Street: City: County: State: Zip Code: Country:	360 Campus Lane, Suite 201 Fairfield CA 94534 US	Street: City: County: State: Zip Code: Country:	
Cvent Sign Name: Title: Email: Phone:	atory Daniel Benn Account Executive, Event Management dbenn@cvent.com (571) 765-5613	Title: S Email: C	Signatory Dr. Celia Esposito-Noy superintendent/President delia.Esposito-Noy@solano.edu 07.864.7000 ext. 7299		s Eason dusiness Sector Navigator .eason@solano.edu
Signature:	d:	Signature:		If applicable, Po Is a PO# applic	

[†] \$7.85 per person registered beyond the 900 prepaid registrants. (Overage fees billed quarterly). In lieu of paying this rate per person, the Customer may purchase additional registrants at any point during the term of the agreement and obtain more economical per registrant pricing for the new registrant purchase

AGENDA ITEM	14.(m)
MEETING DATE	August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	M	Members of the Governing Board		
SUBJECT:	-	Approval of the Biomanufacturing Bachelor's Degree Pilot Program		
REQUESTED ACTION	<u>ON</u> :			
		☑Approval ☑Non-Consent		
of the California Commu participate as one of fifte California. Under the Upper Division be approved by the Upper considered for approval, courses were reviewed ar courses were subsequently final approval of the prog	nity Colle en college n Program r Division All ten pro- nd approve ly submitte gram itself S IMPAC s achieve ation opment a	ge Board of Governors to spioneering the Baccala Approval process, all conference approval process in the material by the college's Curriced to the Chancellor's Office. T: their educational, professions.	facturing at Solano College follows the decision hat awarded the college the opportunity to sureate Degree Pilot Program for the State of corresponding upper-division course work must see before an upper-division program can be sijor (48 units) and the three upper division culum Committee in May, 2016, and these ffice. This proposal continues the process for essional and personal goals	
Other:				
Ed. Code:		Board Policy: 1003	Estimated Fiscal Impact: N/A	
SUPERINTENDENT'S R		ENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE	
Leslie Mir Vice President, A PRESENTE 4000 Suisun Fairfield, 0	R'S NAM Valley Roa	E		
ADDI			Celia Esposito-Noy, Ed.D.	
(505) 0			Superintendent-President	
(707) 86 TELEPHON		7 R		
ILLEIHON	E MUNIDI	21 0		
Leslie Mir			August 5, 2016	
VICE PRESIDE	NT APPRO	OVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
August		_		
DATE SURA	AITTED T	Ω.		

SUPERINTENDENT-PRESIDENT

PROPOSAL FOR A BACHELOR OF SCIENCE DEGREE IN BIOMANUFACTURING August 2016

INTRODUCTION

This proposal for a Bachelor of Science degree in Biomanufacturing at Solano College follows the decision of the California Community College Board of Governors that awarded the college the opportunity to participate as one of fifteen colleges pioneering the Baccalaureate Degree Pilot Program for the State of California.

This proposal follows the process established by the Academic Senate of Solano Community College. The proposed Bachelor of Science degree in Biomanufacturing conforms to the recommendations of the Bachelor Degree Program Taskforce per Resolution 11.16.2015.2 of the SCC Academic Senate, to the Statewide Academic Senate of the California Community College Resolutions 9.02 (F 15), 9.03 (F 15), 9.04 (F 15), 9.05 (F 15) and 9.06 (F 15), to the California Community College Chancellor's Office Baccalaureate Degree Pilot Program Handbook, and to the more stringent standards developed by the Accrediting Commission for Community and Junior Colleges for the development of a baccalaureate degree as set down in their Policy on Accreditation of Baccalaureate Degrees.

Under the Upper Division Program Approval process, all corresponding upper-division course work must be approved by the Upper Division Course Approval process before an upper-division program can be considered for approval. All ten proposed courses in the major (48 units) and the three upper division courses were reviewed and approved by the college's Curriculum Committee in May, 2016, and these courses were subsequently submitted to the Chancellor's Office. This proposal continues the process for final approval of the program itself.

Program Sequencing:

Lower Division	Biotechnology associate degree or equivalent preparation	
Upper Division, Year One	 Fall Term Biomanufacturing Process Sciences and Engineering Principles BIOT401 (5 Units) Advanced Topics in Quality Assurance and Regulatory Affairs BIOT407 (4 Units) Upper division GE: Technical Writing ENG 400 (3 Units) Elective (3 Units) 	 Spring Term Design of Biomanufacturing Facilities, Critical Utilities, Processes and Equipment BIOT403 (4 Units) Bioprocess Monitoring and Control BIOT404 (5 Units) Design of Experiments for Biomanufacturing BIOT402 (4 Units) Elective (3 Units)
Upper Division, Year Two	 Fall Term Supply Chain and Enterprise Resource Planning: BIOT 406 (3 Units) Emerging Biomanufacturing Technologies: BIOT 405 (3 Units) 	Spring Term • Methods in Quality Improvements, Investigations and Audits: BIOT 409 (4 Units)

The Program:

Biomanufacturing Upper Division Courses	
 Biomanufacturing Process Sciences (Lecture/Lab) BIOT 401 (5 Units) Physical and chemical principles of biochemical engineering that enable large cell culture Thermodynamics and the properties of fluids; mass and heat transfer, fluid flow, and the energy relationships in fluid systems Biomanufacturing technologies enabling large scale upstream and downstream processes 	 Supply Chain and Enterprise Resource Planning (Lecture) BIOT 406 (3 Units) Manage flow of materials in a supply chain Understand the design, planning and execution of raw material procurement and use Eligibility for certification test
Design of Experiments for Biomanufacturing (Lecture/Lab)	Advanced Topics in Quality Assurance and Regulatory Affairs (Lecture)
BIOT 402 (4 Units)	BIOT 407 (4 Units)
 Established methods to 	 Study of the harmonized quality system
systematically vary process	approaches of ICH Q8, 9, 10, and 11,
parameters to improve and optimize	including quality risk management,
a biomanufacturing process	qualification, and validation
 Design of Biomanufacturing Facilities, Critical Utilities, Processes, and Equipment (Lecture) BIOT 403 (4 Units) An examination of how the robust design of all aspects of a biomanufacturing facility minimizes errors The role of Quality by Design (ICH Q8) in facility design Processes and equipment in biological production, recovery, and purification Aseptic process design Clean utility and support systems 	 Six Sigma and Lean Manufacturing (Lecture/Discussion) BIOT 408 (4 Units) Study of key Six Sigma concepts and tools; the DMAIC phases: design, measure, analyze, improve, and control Use and implementation of lean tools to reduce waste Completion of this course prepares students to earn a certification in Six Sigma
Design of Biomanufacturing Facilities, Critical Utilities, Processes, and Equipment	Six Sigma and Lean Manufacturing
(Lecture)	(Lecture/Discussion)
BIOT 403 (4 Units)	BIOT 408 (4 Units)
(· • • • • • • • • • • • • • • • • • • •	 Study of key Six Sigma concepts and tools;

 An examination of how the robust design of all aspects of a biomanufacturing facility minimizes errors The role of Quality by Design (ICH Q8) in facility design Processes and equipment in biological production, recovery, and purification Aseptic process design Clean utility and support systems 	the DMAIC phases: design, measure, analyze, improve, and control Use and implementation of lean tools to reduce waste Completion of this course prepares students to earn a certification in Six Sigma
Bioprocess Monitoring and Control (Lecture/Lab) BIOT 404 (5 Units) • The measurement, monitoring, modeling, and control of biomanufacturing processes.	Methods in Quality Improvements, Investigations, and Audits (Lecture) BIOT 409 (4 Units) • The study of continuous quality improvement techniques, including investigational methods into process deviations
 Emerging Biomanufacturing Technologies (Seminar) BIOT 405 (3 Units) An examination of new technologies in biological production and purification operations. 	 Emerging Trends in Biomanufacturing Quality (Seminar) BIOT 410 (3 Units) An examination of new regulatory requirements and changes to current practices in biomanufacturing quality

Upper-Division Program Approval Checklist

1. Has the program been approved by the Board of Governors in cooperation with the CCCCO? If yes, proceed. If no, the program cannot be approved.

YES. The program was formally approved by the Board of Governors in May 2015.

2. Has the lower division course work been approved per this handbook?

YES. The lower division course work follows the already approved Associate of Science in Industrial Biotechnology. The program uses the established lower division general education requirements of either the California State University or the Intersegmental General Education Transfer Curriculum.

3. Have the upper division courses, including upper division general education, been approved per the Upper-Division Course Approval process?

YES. The upper division courses, including their supplemental form, were reviewed, found to be of sufficient rigor, and approved in May 2016 by the Academic Senate's Curriculum Committee.

4. Does the program conform to lower- and upper-division expectations as defined above, including sufficient unit counts of lower- and upper-division courses in the major as well as lower- and upper-division courses in general education?

YES. The 45 units of the program conform to or exceed the minimum unit counts required by Solano College, the Statewide Academic Senate, the Chancellor's Office, and the Accrediting Commission for Community and Junior Colleges. Likewise, the nine units of upper division General Education courses conform to or exceed the standards of each of these agencies.

5. Is it clear how the program-level outcomes of the lower division course work relate to the upper division program-level outcomes?

YES. The upper division program-level outcomes are an advanced extension of the lower division program PLOs.

6. Are the upper-division program level outcomes of suitable rigor given the criteria outlined above, including Depth/Focus, Specialization, Refinement, Preparation and Capstone Courses/Projects?

YES. The upper division program level outcomes require a rigorous depth of knowledge and require students to create a project that incorporates higher level tiers of Bloom's taxonomy by demanding that each student create and execute a project that requires integration of many ideas and tying many ideas together. They correspond with the knowledge required in the culminating capstone courses of the program. They require a greater depth, greater specialization, more refinement, and require students to draw upon many courses in their lower division preparation.

The Bachelor of Science Baccalaureate Degree in Biomanufacturing at Solano Community College

The lower division course work of the Bachelor of Science Degree in Biomanufacturing fulfills the requirements established by the Solano College Academic Senate.

1. Lower Division Course Work

All lower division courses accepted toward a baccalaureate degree granted by the CSU or University of California (UC) or designed to be offered for transfer.

All of the courses in the Industrial Biotechnology Associate degree are designed to be offered for transfer.

Lower Division General Education Requirements:

The program uses the established lower division general education requirements of either the California State University or the Intersegmental General Education Transfer Curriculum.

Lower Division Major Requirements: As required for associate degrees in the California Code of Regulations (CCR), title 5, section 55063, colleges should identify a minimum of 18 semester or 27 quarter units of lower division coursework in the declared major for each baccalaureate degree.

The Industrial Biotechnology Associate Degree (with the required CHEM 1 and BIO 2 option) requires 24 semester units in the declared major; this exceeds the minimum standards.

2. Upper Division Course Work

The upper division course work of the Bachelor of Science in Biomanufacturing Degree fulfills the requirements established by the Solano College Academic Senate.

Definition of Upper Division: Upper division courses are defined as requiring lower division knowledge and applying that knowledge as demonstrated measures of critical thinking through writing, oral communication, or computation.

Each upper division course including the 10 courses of the major and the 3 upper division General Education courses were reviewed by the Curriculum Committee and found to be of sufficient rigor and to demand sufficient critical thinking, oral communication, or computation to be called upper division. Each have Student Learning Outcomes that use the highest level of Bloom's Taxonomy and the highest level of Webb's Depth of Knowledge.

Solano College requirement: Upper Division Unit and General Education Requirements: Each baccalaureate degree must require a minimum of 24 semester or 36 quarter units of upper division coursework including a minimum of six semester or nine quarter units of upper division general education courses. Upper division general education courses should come from at least two disciplines outside of the major, one of which must have an emphasis in written communication, oral communication, or computation.

The above requirement was designed by the Solano College Academic Senate based on the standards adopted by the statewide California Community College Academic Senate. After that decision by the college's Academic Senate, the Accrediting Commission for Community and Junior Colleges adopted more stringent standards (as outlined in their Policy on Accrediting Baccalaureate Degrees paper Standard II.A.12.):

Criteria specific to baccalaureate included with this standard:

- At least 36 semester units or equivalent of general education are required for the baccalaureate program.
- At least 9 semester units or equivalent of upper division general education coursework are required for the baccalaureate program. The general education requirements are integrated and distributed to both lower division and upper division courses.
- The general education requirements are distributed across the major subject areas for general education; the distribution appropriately captures the baccalaureate level student learning outcomes and competencies.

The proposed Bachelor of Science degree in Biomanufacturing exceeds both the Solano College and the ACCJC standards. It contains 36 units of upper division majors courses, 9 units of upper division General Education courses, a total of 45 upper division units, and with the addition of electives the four year degree requires a total of 120 units. Thus the proposal meets or exceeds the minimum number of units required in every category. The program uses upper division General Education courses from three different disciplines: English, Business, and Philosophy. The English course in Technical Writing will require extensive written communication skills. Thus, the program's design meets or exceeds the requirements of this category.

Upper Division Major Requirements: Each baccalaureate program must identify a minimum of 18 semester or 27 quarter upper division units within the identified major for the baccalaureate degree.

The proposed Bachelor of Science in Biomanufacturing contains 36 units of upper division major courses and thus the proposal meets or exceeds the minimum number of units required in this category.

Numbering of Courses: No single numbering system is required for baccalaureate degree programs, but colleges must create a numbering system that clearly delineates lower and

upper division courses and include the numbering system information in the college catalog. College catalogs must clearly indicate when courses are applicable to the associate degree but not applicable to baccalaureate degrees. Colleges may wish to develop a numbering system for these types of courses.

In the design of the courses for this program the faculty used 400 level to indicate an upper division course. The 400 level was a category that the college did not already utilize for any course designations.

Taxonomy of Programs and Classification of Instructional Programs: All baccalaureate degrees must have an identified code from the Classification of Instructional Programs (CIP).

While there are no TOP codes for upper division course work, the courses in this major will use the Taxonomy of Programs codes that are used in the lower division biotechnology courses.

Lower division biotechnology courses use the TOP code: 0430.00 – Biotechnology and Biomedical Technology.

Using the crosswalk developed by the Chancellors office, the CIP code for this would be: 15.0401 Biomedical Technology/Technician

Course Repetition: All courses (both lower and upper division) for community college baccalaureate degrees must follow the regulations on course repetition outlined in the California Code of Regulations, title 5, sections 55040–55046. Section 55041, provides regulations on the designation of a course as repeatable, but none of the criteria are applicable to upper division courses at the community colleges; therefore, no upper division courses may be designated as repeatable in the community colleges.

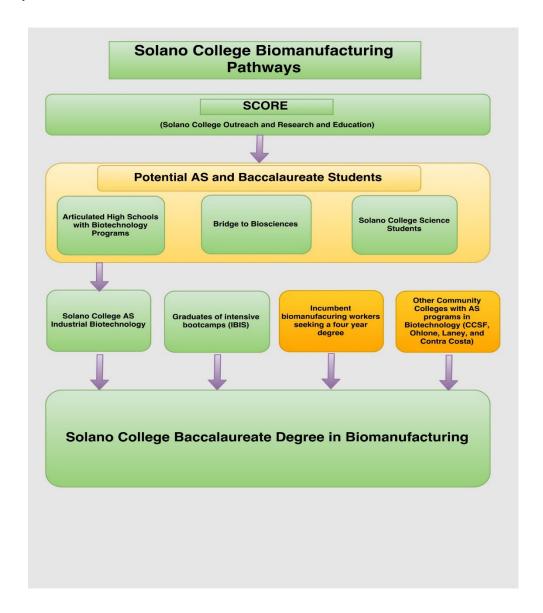
Each of these courses has been designated "non-repeatable" during the review process of the Academic Senate's curriculum committee.

Curriculum Map

A successfully approved program will include a curriculum map which explains:

- 1. How lower division courses support upper division courses.
- 2. How corresponding course-level outcomes support program-level outcomes.
- 3. How upper-division general education courses support program-level outcomes, SCC general education learning outcomes, and SCC institutional learning outcomes.

The pathway for the curriculum is well defined:



In this pathway, an outreach program (SCORE – Solano College Outreach in Research and Education) recruits students into a high school articulated program (that might have a dual enrollment element) which feeds into the Solano College Industrial Biotechnology Associates degree which feeds into the Solano College Baccalaureate Degree in Biomanufacturing. There are other entry points, but the system represents a well-defined career pathway.

Specifically addressing each element:

A successfully approved program will include a curriculum map which explains:

1. How lower division courses support upper division courses.

The lower division courses serve as formal prerequisites for the upper division courses and provides students with the skills and knowledge required to succeed in upper division. The course descriptions and outline-of-record for each course submitted to the Solano College Curriculum Committee outlined how each of the upper division courses build upon the skills and knowledge that each student acquires in their lower division courses.

2. How corresponding course-level outcomes support program-level outcomes.

The course level outcomes and program level outcomes are attached as Appendix A.

The course level outcomes support the program level outcomes. The program level outcomes include one outcome to assess the effectiveness of the technology courses, and the other program level outcome assesses the effectiveness of the Quality courses.

Each Program Learning Outcome will be assessed by a project designed and delivered during the senior year. Each project will require the integration of knowledge acquired in multiple classes. There will be a program learning outcome (PLO) for each emphasis of the major – Biomanufacturing Technology and Quality Assurance – and a PLO that integrates the two.

Program Learning Outcome 1

Biomanufacturing Technology: This PLO will require students to design and execute a project that creates two options for a manufacturing process. Students will analyze the technical and financial and environmental impact benefits and disadvantages of each option, write a report evaluating those options, choose an option, and give a presentation that argues in favor of that option. Other members of the program will critique their arguments. An example of this project would be to have students compare the production of a particular protein pharmaceutical with traditional fixed plumbing clean-in-place, steam-in-place stainless steel stirred tank bioreactor technologies with production using single use (disposable) bioreactor technologies.

Program Learning Outcome 2

Quality: This PLO will have students perform an investigation that requires them to analyze an Out of Specification (OOS) deviation that occurred during a production step in the manufacture of a pharmaceutical protein. At the end of their investigation and analysis, they will be required to judge whether the variation was severe enough to

- 1. justify the rejection of that batch, or
- 2. require additional analysis, or
- 3. allow the batch to be released to patients.

Students will write a Corrective Action Preventative Action (CAPA) report in a format standard to the industry and in that report will design what corrective and preventative actions come out of the investigation using evidence to justify their conclusions.

Program Learning Outcome 3

This PLO requires a synthesis of topics from each emphasis of the major; students will be required to integrate topics from Biomanufacturing Technology and Quality Assurance and apply them to accomplish a project.

Each student will carry out a project that applies Quality by Design (QbD) principles (understanding of the product, the process, and the process control) as adopted by the U.S. Food and Drug Administration (FDA) to design a robust, stable, and controlled manufacturing process for a protein pharmaceutical that can be carried out under current Good Manufacturing Practices (cGMPs). As part of the process, students will predetermine values and potential ranges of the critical quality attributes (CQAs) of the product, the critical material attributes (CMAs) of the materials, and will use a quality risk assessment approach to perform a criticality assessment to determine the Critical Process Parameters (CPPs) that would need to be monitored and controlled. Students will also determine which parameters would benefit from a Design of Experiments (DoE) approach for their optimization, and will construct a strategy for experimental planning and data analysis. This project will be submitted as a portfolio and presented in both a scientific poster session and as a scientific lecture.

These program level outcomes will be assessed during the Spring semester of the senior year in classes that serve as the capstone courses of each track.

3. How do upper-division general education courses support program-level outcomes, SCC general education learning outcomes, and SCC institutional learning outcomes.

The three upper division general education courses, ENGL 400, PHIL 400, BUS 400, support the program level outcomes, the Solano College general education learning outcomes, and the Solano College institutional learning outcomes. Students will complete ENGL 400, the Technical writing course, in their first semester and the writing and research skills that they learn in that course will be applicable in every other upper division course and can be applied to the projects that constitute the Program Level Outcomes. The Business course, Project Management, will teach knowledge and organizational skills that they will be able to apply to the projects that constitute the PLOs. This course also requires students to consider global regulations, which further fits with our Institution Learning Outcomes. The bioethics course will reinforce the critical thinking skills taught in their lower division required prerequisite courses and will further develop their speaking abilities that will be required to complete PLOs. These courses also reinforce the Institutional Learning Outcomes (see below).

Solano Community College Institutional Learning Outcomes (ILOs)

Given the diversity of educational goals of our students and the length of their study, they will be proficient in the following areas to the extent required of their courses and/or program of study. These outcomes are neither course nor program specific but are meant to be applicable to all students.

1. Communication

Students will develop their reading, writing, listening, and speaking skills.

2. Critical Thinking and Problem Solving

Students will apply knowledge and skills in novel ways to discipline-specific situations.

3. Personal Responsibility and Workplace Skills

Students will obtain professional skills applicable to the classroom, workplace, and/or community at large.

4. Global Awareness

Upper Division General Education Course	ILO (Core 4)	LO (Core 4) PLO 1	PLO 2	PLO 3
Technical Writing: ENGL 400	 Communication Skills Critical Thinking and Information 	Skills Writing will support the writing of the	Technical Writing will allow proper writing of the analysis and the Corrective Action Preventative Action (CAPA) report.	This project will be submitted as a portfolio and presented in both a scientific poster session and as a scientific lecture.
Bioethics: PHIL 400	 Communication Skills Critical Thinking and Information Competency 	Skills determine whether there are any ethical considerations in	This course reinforces the requirement for students to perform an honest assessment of a problem.	The accomplishment of this PLO requires critical thinking skills and an ability to integrate knowledge.
Project Management and Enterprise Resource Planning: BUS 400	 Personal Responsibility and Workplace Skills Global Awareness 	Responsibility and Workplace Skills management supports the students by giving them additional tools to carry out and	An audit is a project. Project management supports the students by giving them additional tools to carry out and report on a project.	This PLO requires the ability to apply workplace skills to a problem and requires an ability to think globally – especially about global regulation patterns.

(Approved by Governing Board January 20, 2016)

Determination of Rigor and Suitability of Baccalaureate Program

The rigor of each upper division course has been evaluated by the Solano College Curriculum Committee during the approval process and found to be of sufficient rigor to be considered upper division. For each course, the supplementary form examined the course for its depth/focus, specialization, refinement, preparation, and capstone elements. This section applies an analysis of the same elements to the baccalaureate program:

1. **Depth/Focus**: student outcomes include the development and understanding of the theories and methods of the discipline which may include the applications and limitations of those theories.

Each and every course in the program requires a depth that requires the students to apply the knowledge and skills that they gained in their lower division courses. This prior knowledge is essential for success in the upper division course. Each course takes a subject that was introduced as a small part of the lower division program, focuses upon it, and expands the discussion to a full semester by covering the subject in detail.

2. **Specialization**: student outcomes include specific intellectual and professional abilities to enable success or progress in a particular field or professional practice.

Each course covers a very specialized subject. Again, the course takes a subject that was introduced in the lower division program and covers it as a specialty using advanced discussions of equipment, facilities, engineering principles, and business strategies and approaches.

3. **Refinement**: students are able to build upon the "general education" background noted above the application of these skills in more discerning or challenging contexts.

Each course takes what the students learned in lower division in the context of a lower level Bloom's taxonomy (just learning and understanding the information) and then challenges them with an activity (a project or assignment) that demands higher level Bloom's taxonomy; the students are required to create an idea, or critically evaluate someone else's idea.

4. **Preparation**: prerequisites may include more general courses, student class standing, GPA requirements, or admission to a pre-professional program.

Without the knowledge of the biotechnology industry, its technologies and quality approaches, acquired in the lower division program, students would certainly fail. This applies to each course.

5. Capstone Courses/Projects: though not necessarily specialized or focused on in-depth study of one discipline, student outcomes may have an integrative function wherein students integrate knowledge from earlier studies. Moreover, upper-division course-level outcomes in capstone courses may correspond to program-level outcomes.

Taken together, it is the opinion of the faculty proposing this program and of the members of the Curriculum Committee who reviewed and approved the courses that each course within with every single course containing the rigor to be called "upper division." It is the opinion of the faculty submitting this application that the program truly meets every criterion of a Baccalaureate level program.

AGENDA ITEM	14.(n)
MEETING DATE	August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Memb	oers of the Gov	erning Board		
SUBJECT:			MMUNITY COLLEGE CENTERTRACK T AGREEMENT		
REQUESTED ACTIO	<u> </u>				
		oproval on-Consent			
SUMMARY:					
	ollege Early	Learning Cent	own by the trade name of CenterTrack and the er desires to implement CenterTrack to helps.		
			he software and service in the total amount of ual usage fee in the total amount of \$1,789.00.		
STUDENT SUCCESS Help students ach Basic skills educa Workforce develo Transfer-level ed Other	nieve their edu ation opment and tr		ssional and personal goals		
Ed. Code:	Board Policy:		Estimated Fiscal Impact: \$1,789.00		
SUPERINTENDENT'S	RECOMME	NDATION:			
Christie Director, Early L					
PRESENTE					
4000 Suisun \ Fairfield, O	Valley Road				
ADDR	RESS		Celia Esposito-Noy, Ed.D. Superintendent-President		
707-864	-7183		Superintendent-President		
TELEPHON	E NUMBER				
Gregory S. Brown,	Student Service	es			
VICE PRESIDEN			DATE APPROVED BY SUPERINTENDENT-PRESIDENT		

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



CenterTrack® Proposal for Solano Community College Proposal Number 1750 Rev B June 9, 2016

PROPOSAL OVERVIEW

Controltec is pleased to offer this revised proposal for CenterTrack, our center-based, childcare management software system. Please review the various sections of this proposal for detailed information about program functionality and deployment matters. Any features or enhancements that are not specifically listed in this proposal are not included in the cost herein and will require subsequent proposals, if requested.

OPTIONAL MODULES

None

LICENSE FEES

CenterTrack deployments are licensed according to the number of active children served or number of users accessing the system. The licensing fees consist of an initial one-time license fee and monthly usage and maintenance fees, which are billed annually, in advance.

This proposal assumes your agency will have approximately one hundred forty (140) total active children a month in CenterTrack on average, annually. If using child count, the monthly license fees will remain fixed as long as the active child count remains within 10% of this number. If your monthly active child count fluctuates above or below this figure then subsequent invoices will be adjusted proportionately.

HOSTING DETAILS

CenterTrack is accessed via a secure Internet connection. This proposal assumes that Controltec, Inc. will host the website and database on its servers, which are housed in a discrete, co-location Internet hosting facility.

The system will be hosted at a co-location facility in San Diego, California. The facility has three redundant fiber paths for its Internet service. The first circuit is their primary and second circuit is used as the failover. The facility provides a physically secure (biometric scanners, key FOBs, access list, check-in/check-out list, and photo ID required), climate controlled facility with

redundant power, which provides emergency failover to protect all systems. This includes backup power by diesel generators in the event of a complete blackout of the local power grid.



We have a server standing by to take over both web and database services in the event of a single server failure and our database server is set up in a redundant mode to provide standby data recovery of no more than ten minutes of data loss.

Our data backup strategy includes backing up data onto a backup/standby server (databases capture data every ten minutes) as well as a daily tape backup and quarterly tape archive. All data is carried offsite weekly on backup media in addition to the ongoing system backup strategy.

Controltec's external systems are self-monitoring. Whenever any failure is detected, an engineer is alerted via a telephone call and will either deal with the emergency directly or call the responsible person. This monitoring takes place on a continual basis.

SECURITY, UPDATES AND PATCHES

Controltec engineers maintain all of our hosted systems. The Cisco ASA 5520 firewall is used to protect all of Controltec's web and database servers and internal networks. Operating systems are monitored and patched when necessary, as instructed by Microsoft. The firewall is updated as needed.

All of Controltec's hosted systems are running under digital certificates by Symantec. The CenterTrack system is protected by a 2048 bit RSA SSL certificate, the cost of which is covered if the site is published under a Controltec secured domain name. If an agency requires a different domain name then a unique digital certificate will need to be purchased, which will be billed to the agency. There is an annual renewal fee of approximately \$395, which will be billed to the agency to cover the renewal cost for the digital certificate.

SERVICES - DEPLOYMENT

Project Management

Project Management includes overseeing the system deployment and coordinating all customer communications. Project management activities will be performed remotely, via telephone or webinar connections. Our project manager will meet with your management staff and IT departments to establish a detailed plan to manage the transition from your existing processes to CenterTrack, creating what will be known as your Timetable. This meeting will include a detailed process review and discussions of any hardware or software requirements that may be necessary. The project manager will create a schedule of all transition events and define the items for the CenterTrack deployment. During this phase of deployment, your agency needs to have key people accessible for discussion with Controltec's project manager and engineers. Some of this work may be done in onsite visits, some in conference calls or via email. In the event that more than eight (8) hours of Project Management time are required, through no fault of Controltec, then additional charges may be incurred, if authorized in advance by the agency.



System Installation

Controltec configures the servers and installs the complete CenterTrack system. Once the database and application have been installed, they are thoroughly tested to confirm proper operation. The date upon which this action is completed is known as the 'Deployment Complete Date.'

System Checkout

The Controltec project manager tests the CenterTrack system for data integrity. This will normally include an on-line examination of the data by both the Controltec project manager and a representative of your agency.

STAFF TRAINING

Training Overview

There are eleven (11) hours of training, which will be provided remotely, via telephone or webinar connections. Training typically consists of classroom and hands-on training. For each session, we spend the beginning with overview classroom training that all users participate in. During the second session, the users return to their workstations and the Controltec trainer assists individuals and small groups with software methodology, use and general features. This is repeated for subsequent sessions with different subject matter. The date upon which Training is completed is known as the 'System Complete Date'.

DATA MIGRATION ANALYSIS

From time to time, agencies request that Controltec electronically import data they have in their current childcare systems into CenterTrack, or export data from CenterTrack to third-party systems. Before an accurate assessment of the costs involved to import data from or to CenterTrack can be provided, Controltec engineers must examine the data structures of the system that the data will import from or export to. If your agency requests these services, this examination is essential and will result in costs to your agency, regardless of the outcome achieved.

Once the examination has been completed, our engineers review the results with your project manager to identify which data elements can be imported or exported. If you elect to move forward with the data import or export, Controltec will issue a service order, which will list the additional cost to complete these services. If you elect not to proceed, then your agency should make arrangements to manually enter the required data into CenterTrack and no further Data Exchange Service charges are incurred.

This proposal does not include any Data Analysis Services.



CUSTOMIZATIONS

Also, from time to time, agencies request that Controltec make customizations to CenterTrack. Customizations include modifications to reports, documents, letters, notices and any other minor tasks that an agency might want included in CenterTrack.

This proposal does not include any system customizations. If any system customizations are requested later then they will need to be detailed in subsequent proposals and will incur additional costs.

INVESTMENT SUMMARY

Software (one-time license cost)		
License Fee		\$1,030.00
Optional Module		N/A
Total for Software		\$1,030.00
Services		
Deployment		\$1,448.00
Training		\$1,364.00
Transition Support		N/A
Data Migration		N/A
Customizations		N/A
Total for Services		\$2,812.00
Usage Fees	Monthly	Annual
Maintenance Fee	\$77.00	\$924.00
Service Usage Fee	\$72.10	\$865.20
Total Fees	\$149.10	\$1,789.20



TERMS

One-time Fee (first year contract)	\$5,631.20	
		_

On-time Fee Payment Schedule.		
Project Start Fee 50% of One-time Fee	\$2,815.60	Upon execution of contract
Deployment Complete Fee 25% of One-time Fee	\$1,407.80	Due and payable upon Deployment Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of forty-five (45) days subsequent to Project Start.
System Complete Fee 25% of One-time Fee	\$1,407.80	Due and payable upon the System Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of sixty (60) days subsequent to Project Start.
Total First Year Cost	\$5,631.20	

Monthly payment schedule for subsequent	12 months pe	eriods
(Billed annually, in advance)		
Maintenance Fee	\$77.00	System maintenance and support
Service Usage Fee	\$72.10	Service usage
Total Monthly Fees after 12 months	\$149.10	

MAINTENANCE PLANS

Maintenance plans enable Controltec to provide telephone and email support, as well as make mandated program enhancements and corrections. For this reason, we require all agencies to maintain an active support agreement.

OPTIONS

Training and Transition Support

It is difficult to predict how much total training or transition support an agency may require. Additional training or transition support can be purchased at anytime at the prevailing rates, plus actual travel expenses.



Additional Services and Customizations

From time to time, our clients request custom features, reports and interfaces, which Controltec refers to as Extra Services. Controltec can respond to such requests. Upon receipt of such a request we will produce a detailed quotation specifying deliverables as well as associated costs. The prevailing hourly rate for extra services or customizations of any kind is \$156.00 per hour.

EXCLUSIONS

The following items are not included in this proposal and if required, must be obtained by the client:

- Local telephone charges to the agency. Our support team uses online meetings and webinars to train, troubleshoot and sometimes configure and install. The call-in numbers for online support and webinars may be, in some circumstances, long-distance numbers for local agencies. Controltec tries to use 800 numbers when possible to support such calls, but may not always be able to do so. Under no circumstances can Controltec be responsible for any telephone charges to local agencies by their phone companies. We advise our agencies to check their long distance plans carefully before participating in online meetings or webinars.
- Internet connections
- Network cabling
- Any hardware
- Software support or license fees charged by any third party vendors that interface with CenterTrack
- Any third party software (The only plug in used by CenterTrack is the standard Adobe reader for display of reports and forms).
- CenterTrack is certified to work on computers running Microsoft Windows XP, Vista or Windows 7 Operating Systems when accompanied by a version of Internet Explorer 7.0 or higher, Firefox, Safari or Chrome.

VALIDITY

This proposal is valid until August 31, 2016.

CenterTrack® System Deployment Agreement

THIS CenterTrack® System Deployment Agreement including its appendices (the "Agreement"), dated as of _______, 2016 (the "Effective Date"), is made and entered into by and between Controltec, Inc. ("Controltec"), having its principal place of business at 613 West Valley Parkway, Suite 345, Escondido, California 92025, and Solano Community College ("Client"), having its principal place of business at 4000 Suisun Valley Road, Fairfield, California 94534. Herein, either of Controltec or Client is referred to as a "Party" and together they are referred to as "Parties."

WHEREAS, Controltec has developed proprietary software known by the trade name of CenterTrack, and

WHEREAS, Client desires, and has the administrative capability, to implement CenterTrack, and

WHEREAS, Controltec has the expertise and knowledge to deploy and support CenterTrack, and

WHEREAS, the Parties are each authorized and empowered to enter into this agreement,

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Responsibilities of Controltec. Under the terms hereof, and in consideration of the payment of the Project Start Fee, the Deployment Complete Fee, the System Complete Fee and, License Fee(s), Service Usage Fee or Client Hosted Usage Fee, and Maintenance Fee (all as defined and set forth in Exhibit A, Terms hereto, which appendix is incorporated herein by this reference) Controltec shall provide to Client for the Term (as hereinafter defined) a nontransferable and non-exclusive license to use, and have used, only for Client's own purposes, without any right to sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble, or permit any third party to so do, a proprietary software system of Controltec, incorporating functionality of CenterTrack, to track and maintain historical data regarding the pertinent attributes of, and relationships among, casework and eligibility staff, cases, eligibility periods, clients, parents, children, childcare centers, schedules, approved rates, attendance reports, parent fee invoices, relative to the regulations and processes associated with the State of California's childcare subsidy programs (the "Software"). Controltec shall also provide Maintenance Services (as hereinafter defined). Such Software and Maintenance Services shall be generally in accordance with Controltec's proposal document which is attached hereto as Exhibit A and incorporated herein by this reference. "Training" and "Program Management" (both to the extent set forth in Exhibit A) shall be provided by Controltec. In general, the Software as competently used by the Client will:
 - a) Track pertinent child information as it pertains to the attendance at any of Client's childcare centers;
 - b) Facilitate (to the degree reasonably possible) the process of entering attendance data into system using bills/attendance sheets from all Client's childcare centers;
 - c) Facilitate (to the degree reasonably possible) document tracking, correspondence issuance and report generation by automating these tasks.

- 2. Responsibilities of Client. During the Term Client shall cooperate with Controltec, so that Controltec can fulfill its responsibilities, in particular, and without limitation, and at its cost, by:
 - a) Agreeing with Controltec within ten (10) calendar days of the execution hereof on a timetable of activities leading to the installation of the Software on Controltec's servers (the "Timetable"), the date of such agreement being the "Project Start Date," and the Timetable shall set forth the target for the date upon which the Software shall have been installed on Controltec's server for the Client (the "Deployment Complete Date") and the target for the subsequent date upon which Training shall have been completed (the "System Complete Date").
 - b) Confirming by its execution hereof that the Software functions as explicitly set forth in Exhibit A hereto will satisfy its requirements and result in the immediate payment to Controltee of the amount of the System Complete Fee;
 - c) Timely providing to Controltec full, complete and accurate responses to inquiries of Controltec that arise during the Term;
 - d) Timely providing staff in amounts and with personal competence necessary to operate the Software;
 - e) To the extent set forth herein, ensuring that Client does not sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble the Software, or allow any third-party to access the Software;
 - f) Providing, at its own cost, Internet access at all its facilities that need to have access to the Software;
 - g) Providing, at its own cost, telephone service in the event Client would like to contact Controltec technical support for assistance, online training sessions, one-on-one or in general training webinars conducted by Controltec.
- 3. <u>Service Usage</u>. During the Term, and in consideration of the timely payment by the Client of the amount of either the Service Usage Fee or the Client-hosted System Usage Fee, Controltec shall enable Client use of an Internet-based system for childcare center management for childcare agencies, known as CenterTrack, as set forth in Exhibit A hereto ("Service Usage").
 - a) Controltec shall be responsible for all hardware, system and utility software, and operating and Intranet connection costs of the computer system on which the Software is resident.
 - b) The Software shall be accessed by standard Internet connections by individuals or entities authorized by the Client logging in to an Internet web site. CenterTrack is maintained and updated to be compliant with requirements of the State of California Department of Education. Controltec reserves the right to set reasonable implementation schedules for new requirements after the requirements are published. Among other constraints, such usage on behalf of the Client shall be:
 - (i) Restricted to the sole and direct business purposes of the Client and not extend to any other person or entity.
 - (ii) Utilized only for lawful purposes and not in violation of any municipal, state or federal statute, code or regulation.

- (iii) Subject to immediate discontinuance by Controltec at any time and without notice to Client in the event that Controltec at any time reasonably determines that the service is being utilized by the Client, or by persons or entities authorized by Client, in contravention of the terms and provisions of this Agreement. Such discontinuation shall be treated as a termination by Controltec for Cause on the part of the Client, as set forth in Paragraph 6 hereof.
- 4. <u>Maintenance Services</u>. During the Term, and in consideration for the timely payment by the Client of the amount of the Maintenance Fee, Controltec shall provide a maintenance service from its California facilities which "Maintenance Services" shall:
 - a) Be generally responsive to telephone and e-mail requests from Client in providing Client with assistance in the use of the Software by any reasonably competent individual. Controltec will respond within one business day, or better, during its normal business hours at Controltec's Escondido location, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Pacific Standard Time. The resolution of the issue responded to may require additional time, depending upon its complexity. Controltec will provide at no extra cost to Customer up to eight (8) hours per month of time expended by Controltec on combined telephone, email, on-line support, and staff time involved in researching Customer issues. Unused time does not carry forward to subsequent months. If Client exceeds eight (8) hours per month of assistance, Controltec will inform Client in writing before charging any extra costs.
 - b) Be reliant upon Client providing documentation, in a format prescribed by Controltec, indicating that a problem is believed by Client to be caused by a defect in the Software. Upon receipt of such completed documentation, Controltec will use commercially reasonable efforts to respond to a defect in the Software within three (3) business days by issuing defect correction information, such as correction documentation, corrected code, or notice of availability of corrected code, or a restriction or a bypass. If an error attributable to a defect in the Software does not allow the Software to perform necessary processing functions ("Critical Error"), Controltec agrees to begin correction of the Critical Error immediately upon Client's notice to Controltec thereof and to provide diligent and continuous support until the Critical Error is corrected. Corrected code provided by Controltec to Client shall be deemed to be a part of the Software.
 - c) Provide custom, programming services to add to or modify the functionality of the Software ("Extra Services"), including the preparation of forms for which data is not then resident in the data records of the Software, correct operating problems of the Software caused by the Client (other than in following the specific written instructions of Controltec) and other technical support requested by the Client, including the conversion of data from or to the format of the Software. The cost of such, and any additional effort required by Controltec as a result of the extension of, or delays to, the Timetable by the Client, shall be payable by the Client within thirty (30) calendar days of presentation of an invoice by Controltec which shall rate the actual hours expended and travel time, if any, at the Hourly Rate (as defined in Exhibit A hereto), with the addition of any required travel and accommodation costs or expenses related thereto incurred by Controltec, if any. Any software features resulting from Extra Services are the exclusive property of Controltec and shall be deemed to be Software.

- d) Make available to the Client for purchase any optional modules ("Additional Software"). Additional Software will be considered any new program features not specifically included in Exhibit A hereto. In the event Client purchases any Additional Software, then such shall be considered Software for the purposes hereof.
- 5. Term. This Agreement shall commence upon the Effective Date and shall continue for a period of time of twelve (12) months and on each anniversary of the Effective Date shall be automatically renewed for an additional twelve-month period unless either Party shall have given written notice to the other Party sixty (60) calendar days prior to the end of the then current 12-month period (the "Term"). At the end of the Term in ordinary course or any earlier termination for Cause or Convenience (both as herein after defined), the Client shall immediately (i) make no further use of the Software, (ii) cause to be removed from all computers in its use or possession all machine readable copies of the Software, (iii) return to Controltec all materials previously supplied by Controltec and all copies made, or permitted to be made, thereof by Client, whether in machine readable form or not, and Controltec shall have no obligation to provide Maintenance Services nor provide Service Usage.
- 6) <u>Early Termination</u>. This Agreement may be terminated early by Client either for Cause or Convenience (both as defined below) and may only be early terminated by Controltec for Cause (as defined below).
 - a) "Cause" shall mean the failure on the part of a Party to fulfill its obligations hereunder, without limitation including the failure by Client to timely pay any monies due hereunder to Controltec, provided that, other than as set forth in Paragraph 3 hereof, the Party providing Cause shall be given a period of thirty (30) calendar days to cure such breach after a notice from the Party alleging such breach.
 - b) "Convenience" shall mean a decision by Client, conveyed to Controltec by a notice, to terminate this Agreement for any reason other than Cause on the part of Controltec.
 - c) In the event of a termination hereof by Client for Cause on the part of Controltec, Client shall, in addition to its other obligations hereunder, have no obligation to pay any further monies otherwise due hereunder to Controltec and Controltec shall retain all monies then previously paid to it by Client.
 - d) In the event of a termination hereof by Client for Convenience and/or in the event of a termination hereof by Controltec for Cause on the part of the Client, Client shall, in addition to its other obligations hereunder, immediately pay to Controltec any balance amount of the Project Start Fee, the Deployment Complete Fee and the System Complete Fee then not previously paid to Controltec, and any due but unpaid amounts of the System Usage Fee or Service Usage Fee and Maintenance Fee and any unpaid balance of any previously authorized amount of Extra Services and Additional Software.
- 7. Obligations Surviving Termination. The Parties agree that the provisions hereof, and the responsibilities, obligations and rights set forth herein, in paragraphs hereof numbered 3(b), 5, 6(c), 6(d), 10 (only with regard to events during the Term), 12, 17, 18, 19, 21 and 22 hereof shall survive any termination of this Agreement.

- 8. Payment. Client agrees to pay Controltec the Project Start Fee, the Deployment Complete Fee and the System Complete Fee in the amounts and upon the timing set forth in Exhibit A hereto. Subsequent to the first twelve (12) months of the Term, Client agrees to pay the amount of the Maintenance Fee and the Service Usage Fee or the System Usage Fee, and Controltec may alter the amount of the Service Usage Fee, System Usage Fee, Maintenance Fee and Hourly Rate by providing Client a written notice with a period of effect of not less than sixty (60) calendar days. All invoices are due Net 30 days. Client shall also pay the amount authorized in writing by the Client for any Extra Services or Additional Software.
- 9. <u>Independent Contractor</u>. During the Term hereof, Controltee shall be an independent contractor and not an employee, servant, or agent of the Client. Controltee shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, nor a joint venture, between Controltee and Client.
- 10. Indemnification. Each Party (the "Indemnitor") shall indemnify and hold the other (the "Indemnitee") harmless from any loss, expense, liability, claim, demand, or judgment, including reasonable costs of attorneys (collectively, "Losses"), arising or resulting from third party claims or actions which result from the negligence, misconduct or breach of this Agreement by Indemnitor, provided that the Indemnitor's obligations under this Section 10 will be reduced to the extent that any such Losses result from the negligence, misconduct or breach of this Agreement by Indemnitee. OTHER THAN DAMAGES WHICH RESULT FROM A BREACH OF SECTION 12 OR THE FIRST SENTENCE OF SECTION 2, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. THE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE) OF EACH PARTY TO THE OTHER OR TO ANY THIRD-PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT SHALL IN THE AGGREGATE BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN FACT, ARISING BY OPERATION OF LAW OR OTHERWISE, AND THE PARTIES AGREE SPECIFICALLY THAT THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OF MERCHANTABILITY OF THE SOFTWARE. CONTROLTEC'S MAXIMUM LIABILITY TO CLIENT UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES RECEIVED BY CONTROLTEC FROM CLIENT DURING THE SIX MONTH PERIOD PRIOR TO THE EVENT WHICH CREATES SUCH LIABILITY.
- 11. <u>Force Majeure</u>. Notwithstanding any other provision of this Agreement, no Party shall be liable to the other for any loss, delay, claims or damages which may be suffered arising out of any delay or interruption of service caused by events beyond a Party's control including, but not limited to, acts of God, losses or damages resulting from the loss of data, non-deliveries, or

service interruptions, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotion, the effects of action of terrorists, or acts of public authorities with actual or apparent authority, or the like.

12. <u>Confidentiality</u>. The Parties shall observe and require the observance of applicable federal and state requirements relating to confidentiality of Client's client records and information and agree not to allow examination of records or disclose information, except as may be necessary to assure that the purposes of this Agreement will be effectuated.

Client agrees on its behalf and on behalf of its employees, consultants, representatives and entities or individuals that use the Software or services on its behalf or with its approval (hereinafter "Recipients") that all information communicated to Recipients with respect to software and business affairs of Controltec, and any other information gained by Recipients by reason of association with Controltec, or access to the Software or service (whether or not that information was directly, indirectly, intentionally or unintentionally communicated) is the confidential information of Controltec.

Notwithstanding other provisions of this Agreement, Client shall indemnify Controltec from and against any loss, specifically including loss of profits that it may suffer or incur, in any way, as a direct or indirect result of any unauthorized disclosure or use of such confidential information.

- 13. <u>Statutory Compliance</u>. The Parties shall perform their obligation hereunder in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of California. All statutory provisions applicable to this Agreement are hereby incorporated by reference. By executing this Agreement, Controltec certifies that it is not suspended or barred from receiving federal funds.
- 14. <u>Assignment</u>. Neither Party shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, without the prior written consent of the other Party, which consent shall not unreasonably be withheld, provided that Controltec shall be free to assign this Agreement in the event of its experiencing any change of control (including by reason of sale of equity interests, acquisition, merger or sale of some part of its assets).
- 15. <u>Amendments</u>. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by an authorized representative of each Party. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
- 16. Attorney Fees and Costs. If any action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by arbitration or by a court of competent jurisdiction, in addition to any other relief to which that Party may be entitled.
- 17. Notices. All notices and other communications hereunder (each a "Notice") shall be in writing, except as herein specifically provided, and shall be deemed to have been given, and any period of effect shall commence five (5) business days after being sent to the other Party at the addresses first set forth above (i) by first class, registered or certified mail, postage prepaid;

- (ii) by recognized overnight courier; or (iii) by e-mail provided that such e-mail shall be confirmed within one (1) business day by first class, registered or certified mail, return receipt requested, postage prepaid, or recognized overnight courier. A Party may change addresses by serving a Notice hereunder on the other Party.
- 18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.
- 19. <u>Section Headings</u>. Section headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.
- 20. <u>Waiver</u>. Any waiver by either Party of the obligations of the other Party shall be deemed to be a specific, limited waiver, and shall not be deemed to be a waiver of the subsequent occurrence of the same, similar, or any other particular set of circumstances.
- 21. <u>PCI-DSS Compliance</u>. Controltec represents and warrants that it is not subject to the compliance standards of the Payment Card Industry Data Security Standard ("PCI DSS") in connection with the activities contemplated by this Agreement. Controltec does not process, store, obtain or transmit credit card information and instead utilizes third parties for such activities who themselves are responsible for being in compliance with PCI DSS.
- 22. <u>Agreement After Negotiation</u>. This Agreement has been made after negotiation between the Parties, each of which is of substance and extensive business experience, and each of which has had the opportunity of consulting counsel to the full extent it deems necessary and appropriate prior to the execution of this Agreement.
- 23. Entire Agreement and Severability. This Agreement constitutes the entire agreement between the Parties, and represents the complete and entire understanding of the Parties with respect to the subject matter hereof, and supersedes any other agreement or understanding between the Parties, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this Agreement effective as of the Effective Date, with each Party warranting their ability to enter into this Agreement for the person or entity herein named as a Party hereto.

CONTROLTEC, INC.	SOLANO COMMUNITY COLLEGE
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A – Copy of Proposal

AGENDA ITEM	15.(a)
MEETING DATE	August 17, 2016

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Gov	erning Board
SUBJECT:	CCFS-311Q FINAN FY 2015-2016	CIAL REPORT, FOURTH QUARTER,
REQUESTED ACTION: Information OR		
==		
AB 2910, Chapter 1486, Staquarterly on their financial	condition. The CCFS-	311Q quarterly financial report for the fourth
Help our students ach Basic skills education Workforce developm Transfer-level educat	nieve their educational, pro n ent and training	rofessional and personal goals
Ed. Code: N/A	Board Policy:	3020 Estimated Fiscal Impact: N/A
	·	
Vice President, Finance & PRESENTER'S N 4000 Suisun Valle	Administration NAME y Road	
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 864-720 TELEPHONE N U		1
Yulian Ligios	SO	August 5, 2016
VICE PRESIDENT A		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 5, 201	16	DOLDEN IDENTIFICATION OF THE SECOND OF THE S
DATE SUBMITT SUPERINTENDENT-F		

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

CHANGE THE PERIOD Fiscal Year: 2015-2016

District: (280) SOLANO Quarter Ended: (Q4) Jun 30, 2016 As of June 30 for the fiscal year specified

		A3 01	ourse ou sor tire is	iscai yeai specii	iou
Line	Description	Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
Unrestri	cted General Fund Revenue, Expenditure and Fund Balance:				
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	47,548,696	46,082,630	47,582,380	56,359,945
A.2	Other Financing Sources (Object 8900)	5,092	64,672	5,998	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	47,553,788	46,147,302	47,588,378	56,359,945
В.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	43,981,804	47,107,405	48,481,601	50,476,006
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	157,885	381,344	291,246	0
B.3	Total Unrestricted Expenditures (B.1 + B.2)	44,139,689	47,488,749	48,772,847	50,476,006
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	3,414,099	-1,341,447	-1,184,469	5,883,939
D.	Fund Balance, Beginning	2,800,420	6,214,519	4,319,857	3,178,277
D.1	Prior Year Adjustments + (-)	0	-553,215	42,839	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	2,800,420	5,661,304	4,362,696	3,178,277
E.	Fund Balance, Ending (C. + D.2)	6,214,519	4,319,857	3,178,227	9,062,216
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.1%	9.1%	6.5%	18%
			,	'	
Annualiz G.1	zed Attendance FTES:	7.056	0.406		0.576
U. I	Annualized FTES (excluding apprentice and non-resident)	7.056	8.196	6.916	8,576

II.

ī.

G.1	Annualized FTES (excluding apprentice and non-resident)	7,056	8,196	6,916	8,576
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			As of the specified quarter ended for each fiscal year			
III.	Total Gen	eral Fund Cash Balance (Unrestricted and Restricted)	2012-13	2013-14	2014-15	2015-2016
	H.1	Cash, excluding borrowed funds		1,668,022	3,513,663	14,054,316
	H.2	Cash, borrowed funds only		0	0	0
	H.3	Total Cash (H.1+ H.2)	4,577,969	1,668,022	3,513,663	14,054,316

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
l.	Revenues:				
1.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	54,796,628	54,796,628	56,359,945	102.9%
1.2	Other Financing Sources (Object 8900)	0	0	0	
1.3	Total Unrestricted Revenue (I.1 + I.2)	54,796,628	54,796,628	56,359,945	102.9%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,237,953	51,237,953	50,476,006	98.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	334,800	334,800	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	51,572,753	51,572,753	50,476,006	97.9%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	3,223,875	3,223,875	5,883,939	
L	Adjusted Fund Balance, Beginning	3,178,277	3,178,277	3,178,277	
L.1	Fund Balance, Ending (C. + L.2)	6,402,152	6,402,152	9,062,216	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	12.4%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY		Management		Academic				Classified	
				Permanent		Temporary			
		Total Cost Increase	% *						
a. SALARIES:									
	Year 1:								
	Year 2:								
	Year 3:								
b. BENEFITS:									
	Year 1:								
	Year 2:								
	Year 3:								

^{*} As specified in Collective Bargaining Agreement or other Employment Contract

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII.Does the district have significant fiscal problems that must be addressed?

This year? NO

NO Next year?

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.