

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

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

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**EMPLOYMENT 2016-2017**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Arthur Garcia	Grounds Maintenance Technician (Range 10/Step 3)	11/01/16
Tracy Vest	Human Resources Generalist (Range 33/Step 3)	10/17/16

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Zheng Banglun	Adjunct Instructor-Math (not to exceed 67%)	01/17/17

**Out of Class**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Adil Ahmed	Director of Finance	11/01/16 – 06/30/17	\$429.83/month \$3,438.64 Total
Bernardita Dagcuta	Senior Accountant	11/01/16 – 06/30/17	\$672.52/month \$5,380.16 Total
Beverley Sloley	Accounting Manager	11/01/16 – 06/30/17	\$493.86/month \$3,950.88 Total

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**Mary Jones**  
Human Resources

October 21, 2016  
**Date Submitted**

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

October 21, 2016  
**Date Approved**

### **Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Galen Tom	Change from Technology Specialist (Range 17/Step 7) to Technology Specialist Lead (Range 21/Step 2)	11/01/16

### **Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Julene Calvo	Administrative Assistant for OCCED	General Fund	10/01/16 – 06/30/17	\$14.58 hr.
Jhanaly Ortega	Administrative Assistant III	General Fund	09/22/16 – 04/19/17	\$18.10 hr.
Rafael Rovira	Assistant Coach- Men/Women's Tennis	Tennis Trust	11/17/16 – 05/31/17	\$16.66 hr.

### **RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Valerie Ozsu	Full-time Nursing Instructor	12/31/15
Marco Valderrama	Part-time Spanish Instructor	10/13/16



**SOLANO COMMUNITY COLLEGE  
GOVERNING BOARD PROCEDURES**

**REGULAR MEETINGS**

**Policy 1025**

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

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

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

*Annual Board Retreat To Be Determined*

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

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

**TO:** Members of the Governing Board

**SUBJECT:** DISTRICT AUTHORIZED SIGNATURES  
SIGNING AUTHORITY, RESOLUTION NO. 16/17-09

**REQUESTED ACTION:**

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

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**SUMMARY:**

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 16/17-09.

**STUDENT SUCCESS IMPACT:**

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

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

Yulian Ligioso  
Vice President, Finance & Administration

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**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

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**ADDRESS**

(707) 864-7209

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**TELEPHONE NUMBER**

Yulian Ligioso

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**VICE PRESIDENT APPROVAL**

October 21, 2016

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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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Celia Esposito-Noy  
Superintendent-President

October 21, 2016

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**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

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

**RESOLUTION NO. 16/17-09**

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

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

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MICHAEL A. MARTIN

BOARD PRESIDENT

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CELIA ESPOSITO-NOY

SUPERINTENDENT-PRESIDENT

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YULIAN I. LIGIOSO

VICE PRESIDENT, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

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

**RESOLUTION NO. 16/17-09**

**(Continuing – Page 2)**

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VIRGINIA GULEFF

INTERIM VICE PRESIDENT, ACADEMIC AFFAIRS

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GREGORY BROWN

VICE PRESIDENT, STUDENT SERVICES

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LUCKY LOFTON

EXECUTIVE BONDS MANAGER

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ADIL AHMED

INTERIM DIRECTOR, FISCAL SERVICES

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BEVERLY SLOLEY

INTERIM ACCOUNTING MANAGER, FISCAL SERVICES

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

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

**RESOLUTION NO. 16/17-09**

**(Continuing – Page 3)**

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LAURA CONVENTO

BUSINESS OPERATIONS COORDINATOR, FINANCE AND ADMINISTRATION

PASSED AND ADOPTED this 2<sup>nd</sup> day of November 2016 by the Governing Board of the  
Solano Community College District.

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MICHAEL A. MARTIN

BOARD PRESIDENT

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CELIA ESPOSITO-NOY

SECRETARY



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: PUBLIC IMPROVEMENT AGREEMENT WITH CITY OF VACAVILLE FOR INTERSECTION IMPROVEMENTS AT VACAVILLE CENTER ENTRY DRIVE AT NORTH VILLAGE PARKWAY

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

Board approval is requested for a Pubic Improvement Agreement with the City of Vacaville for Intersection Improvements at the main driveways to the Vacaville Center and the Vacaville Classroom Building (Annex). The intersection improvements are a California Environmental Quality Act (CEQA) mitigation requirement of the Biotechnology and Science Building Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$10,200 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Yulian Ligosio
Vice President, Finance & Administration
VICE PRESIDENT APPROVAL

October 21, 2016
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

October 21, 2016
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC IMPROVEMENT AGREEMENT WITH CITY OF  
VACAVILLE FOR INTERSECTION IMPROVEMENTS AT  
VACAVILLE CENTER ENTRY DRIVE AT NORTH  
VILLAGE PARKWAY**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The intersection improvements include signal light installation, related median and driving lane modifications, and crosswalk striping in North Village Parkway.

Since this work is a CEQA mitigation requirement for public improvements, a Public Improvement Agreement with the City is required prior to issuance of encroachment permits for utility connections for the Biotechnology and Science Building. This is required to open and occupy the new Biotechnology building.

The Board is asked to approve the attached Public Improvement Agreement with the City of Vacaville for intersection improvements, and authorize procurement of a performance bond as required in the Agreement (estimated \$10,200).

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

## PUBLIC IMPROVEMENT AGREEMENT

**THIS AGREEMENT** is made and entered on the date last written below, by and between Solano Community College District hereinafter referred to as "SCCD", and the CITY OF VACAVILLE, a municipal corporation, hereinafter referred to as "City".

**WHEREAS**, SCCD proposes to construct intersection improvements which includes a signal installation, located at North Village Parkway at SCCD Vacaville Center main entry drive and hereinafter referred to as the "Project"; and

**WHEREAS**, SCCD is proceeding with construction of a new Biotechnology and Science Building as approved by the agency of jurisdiction, Division of the State Architect, of which development the Project is a CEQA required mitigation measure, and

**WHEREAS**, the City Engineer shall approve the issuance of encroachment permits for construction of utility connections for the Biotechnology and Science Building on condition that SCCD first enter into and execute this Agreement with City.

### **NOW THEREFORE, THE DEVELOPER AGREES AS FOLLOWS:**

1. **Warranty of Project.** SCCD hereby warrants that the development of the Project according to the plans and specifications to be submitted for the Project, will not adversely affect any portion of adjacent properties.
  
2. **Completion of Improvements.** SCCD shall construct the Project in accordance with said plans and specifications as approved by the City and shall complete the Project within eight (8) months following the City's final approval of plans and specifications in a good and workmanlike manner. In the event SCCD fails to complete the improvements within this time period, or any extended time period approved in writing by the City, City shall mail SCCD a written Notice of Default. In the event SCCD fails to perform all work necessary to complete the improvements or any portion thereof that remain incomplete within a reasonable period after the date the Notice of Default was mailed, but not exceeding ninety (90) days, City may, at its option, complete or cause to be completed the improvements. SCCD, and/or SCCD's surety shall pay to City on demand all costs and expenses incurred by City to complete the improvements including, without limitation, costs of suit and reasonable attorneys' and expert fees.
  
3. **Date of Completion.** Acceptance of the public improvements constructed by the Project shall be made by the Director of Public Works when all grading and public improvements are completed in accordance with the plans and specifications, including completion of a punch list. The City's periodic inspection of the Project shall not be construed to bind the City to accept said improvements, or waive any defect in the same or any breach of this Agreement.

4. **Fees.** SCCD shall, upon execution of this Agreement, be liable to the City for plan check and inspection fees, clean-up deposit, and any other deposits, fees or conditions as required by City ordinance, resolution or as required by the City Engineer in connection with the design approval, inspection and/or acceptance of the completed Project.

5. **Security.** SCCD shall, upon execution of this Agreement, deposit with the City a good and sufficient surety bond to secure the faithful performance of this Agreement and every part thereof by the SCCD, in the sum of Four Hundred Eighty Three Thousand Eight Hundred Thirty Dollars (\$483,830).

If SCCD files a surety bond, said bond shall be in a form approved by the City, shall be in favor of City, and shall be issued by a surety company acceptable to City and duly authorized to transact surety insurance in the State of California. In the event of any default by SCCD of SCCD's obligations herein, SCCD's surety shall be responsible for the payment to City of all direct and indirect costs incurred by City to complete all of the improvements and/or repair any defects or failures in the improvements, any and all damages sustained by City as a result of such default, and any and all costs and expenses incurred by City to collect on such bond including, without limitation, costs of suit and reasonable attorneys' and expert fees. Any additions, alterations or modifications to this Agreement or the plans and specifications referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the bond given in connection with this Agreement, and SCCD's surety expressly waives the provisions of Section 2819 of the California Civil Code.

6. **Release of Security.** The City Engineer shall release of a portion of the performance security required hereunder upon application by the SCCD, but in no case shall the security be reduced to less than two hundred percent (200%) of the remaining work. The procedures for the partial release of the performance security shall be as outlined in the City's Standard Specifications.

The performance security shall be fully released only upon acceptance of the improvements by the Director of Public Works.

7. **Revisions.** Revisions to the approved plans and specifications may be initiated by either party hereto, in accordance with the process set forth in the City's Standard Specifications. SCCD shall be liable for additional plan check and inspection fees and/or such other fees as may be required by resolution of the City Council for all revisions initiated by SCCD, unless the City Engineer determines that the proposed revisions will not involve a significant amount of City staff time or expense to the City. SCCD may appeal to the City Council any revisions to the approved plans or specifications initiated by the City Engineer by filing an appeal application, including payment of a processing fee as established by resolution of the City Council, with the City Clerk within ten (10) calendar days following receipt of the City Engineer's written request to revise the plans or specifications.

8. **Warranty of Improvements.** SCCD agrees to require its contractor to repair any defects or failures in the improvements arising from faulty or defective construction of the improvements, which may appear within a period of one (1) year after City's acceptance of the improvements. In the event SCCD's contractor fails to remedy any and all defects or failures within ten (10) days after being notified of the defects or failures in writing by City, City may, at its option, repair or cause to be repaired such defects or failures and be entitled to recover the cost thereof as provided below. Notwithstanding the foregoing, in the event any defects or failures in the improvements result in a condition that in the City's sole and exclusive judgment constitutes an immediate hazard to public health or safety or to any person or property, City shall have the right to immediately repair or cause to be repaired such defects or failures, with or without prior notice to SCCD, SCCD's surety and/or SCCD's contractor's surety. SCCD's surety and/or SCCD's contractor's surety shall pay to City on demand all costs and expenses incurred by City to repair any defects or failures including, without limitation, costs of suit and reasonable attorneys' and expert fees.

9. **Ownership and Cost of Improvements.** The improvements constructed as part of the Project that are located within the public right-of-way shall become the sole and exclusive property of the City upon City's acceptance of the improvements. The improvements shall be constructed at SCCD's sole cost and expense, and no payment of any kind shall be made therefor by City.

10. **Insurance.** Prior to the commencement of any work on the improvements, SCCD agrees to have its Contractors hold and maintain the policies of insurance set forth in EXHIBIT A, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by City's Risk Manager as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City's Risk Manager. SCCD agrees to provide City with a copy of said policies, endorsements, certificates and/or binders before work commences under this Agreement.

11. **Indemnification.** SCCD will indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation attorneys' fees, expert and consultant fees and all other costs and fees of litigation) of every nature that the City may incur because of any legal action arising from the construction of the Project. For the purposes of Section 2782 of the California Civil Code, the parties recognize and agree that this Agreement is not a construction contract.

12. **Assignability.** This Agreement may not be assigned by SCCD without the prior written consent of City. Any attempt to assign this Agreement without City's prior written consent shall be void. Any approved assignment or transfer of SCCD's rights or obligations hereunder shall be deemed to be for all of SCCD's rights or obligations.



execute this Agreement on behalf of SCCD and to fully bind the SCCD thereby to all obligations and requirements of this Agreement.

19. **Entire Agreement; Amendments.** This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereto set their signatures as of the date last written below.

CITY OF VACAVILLE

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

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

SHAWN. CUNNINGHAM  
Director of Public Works

Approved as to form:

MELINDA C.H. STEWART  
City Attorney

\_\_\_\_\_  
SHANA FABER  
Assistant City Attorney

SOLANO COMMUNITY COLLEGE DISTRICT

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

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

LUCKY LOFTON  
Executive Bond Manager

**EXHIBIT A**

**INSURANCE**

Prior to the commencement of any work on the improvements required by this Agreement, and until one year after the improvements are completed and accepted by the City, SCCD's contractor(s) shall maintain the following insurance against liabilities arising out of any and all activities performed by or on behalf of SCCD and SCCD's contractor(s) in connection with the construction of the improvements and the Project:

**Minimum Scope of Insurance:**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

**Minimum Limits of Insurance:**

Developer shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease, and in the aggregate.



**Deductibles and Self-Insurance Retentions:**

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Developer shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions:**

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

1. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SCCD, and with respect to liability arising out of work or operations by or on behalf of SCCD including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SCCD's Contractor's insurance or as a separate owner's policy.

2. For any claims related to the improvements or the Project, SCCD's Contractor's

Insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of SCCD's Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

**Acceptability of Insurers:**

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

**Verification of Coverage:**

SCCD shall furnish City with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

All insurance documents are to be sent to:

City of Vacaville  
Attn.: Risk Manager  
650 Merchant Street  
Vacaville, CA 95688

**Subcontractors:**

SCCD's Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated above.

**ENDORSEMENT**

THIS ENDORSEMENT, EFFECTIVE \_\_\_\_\_ A.M. \_\_\_\_\_, 200\_\_,  
FOR POLICY NUMBER \_\_\_\_\_, IS ISSUED TO THE CITY OF  
VACAVILLE, CALIFORNIA BY \_\_\_\_\_ FOR  
(PROJECT DESCRIPTION OR TITLE)\_\_\_\_\_.

**ADDITIONAL INSURED**

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF VACAVILLE, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

**PRIMARY INSURANCE**

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF VACAVILLE MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CITY OF VACAVILLE IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

City of Vacaville  
Attn: Risk Manager  
650 Merchant Street  
Vacaville, CA 95688

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE. ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Telephone Number

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC IMPROVEMENT AGREEMENT WITH CITY OF  
VACAVILLE FOR INTERSECTION IMPROVEMENTS AT  
VACAVILLE CENTER ENTRY DRIVE AT NORTH  
VILLAGE PARKWAY**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The intersection improvements include signal light installation, related median and driving lane modifications, and crosswalk striping in North Village Parkway.

Since this work is a CEQA mitigation requirement for public improvements, a Public Improvement Agreement with the City is required prior to issuance of encroachment permits for utility connections for the Biotechnology and Science Building. This is required to open and occupy the new Biotechnology building.

The Board is asked to approve the attached Public Improvement Agreement with the City of Vacaville for intersection improvements, and authorize procurement of a performance bond as required in the Agreement (estimated \$10,200).

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

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

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

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

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary “Purchasing Technician” is required to backfill a position on leave of absence for three months. The agreement is through December 31, 2016, total contract amount not to exceed \$20,000.

The contract is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$20,000
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso

**VICE PRESIDENT APPROVAL**

October 21, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2016

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## GENERAL CONDITIONS OF ASSIGNMENT

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

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

Job Order: 00590-0008864449

Date: 09-28-2016

## TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of a Purchasing is Mischa Thomas. The assignment will start on 09-28-2016. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$41.92 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

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

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

Job Order: 00590-0008864449

Date: 09-28-2016

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

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

**SUBJECT:** **RENEWAL AGREEMENT WITH BARNES AND NOBLE  
FOR BOOKSTORE OUTSOURCING**

**REQUESTED ACTION:**

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

**SUMMARY:**

On October 19, 2016 the Barnes and Noble renewal agreement was presented to the Governing Board for information. The current agreement with Barnes and Noble will expire November 30, 2016. The District is proposing to renew the agreement for another five years.

Since then, Barnes and Noble revised their two options for renewal. The District recommends "Option two." Option two will reimburse the District for all payroll costs (salaries and benefits) for the Bookstore classified employees in place as of July 1, 2016. Under option two, Barnes and Noble will pay the District three and a half percent of gross sales to \$1 million dollars and four and a half percent of gross sales over \$1 million dollars. The revision reflects a half a percent increase at each break point.

Board approval is requested at this time.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3220	<i>Estimated Fiscal Impact:</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Yulian Ligioso  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Yulian Ligioso

**VICE PRESIDENT APPROVAL**

October 21, 2016

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

October 21, 2016  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

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

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

**REQUESTED ACTION:**

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

**SUMMARY:**

Solano CCD Measure Q and Measure G Quarterly Update Reports are presented for Board information. These reports include an overview of program and project activities for Measure Q and Measure G Bond Programs for the period of July 1, 2016 – September 30, 2016.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
<b>SUPERINTENDENT’S RECOMMENDATION:</b>		<input type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
		<input checked="" type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager			
<b>PRESENTER’S NAME</b>			
4000 Suisun Valley Road Fairfield, CA 94534			
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President	
(707) 863-7855			
<b>TELEPHONE NUMBER</b>			
Yulian Ligioso Vice President, Finance and Administration		October 21, 2016	
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>	
October 21, 2016			
<b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>			

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

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

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

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Measure G: three Small Capital Projects were completed this reporting period:

- Fire Alarm Control Panel Upgrades
- Water Line Shut-Off Valves
- Pool Pump Room Heat Exchangers Replacement Project

Measure Q expenditures during this reporting period totaled \$4,550,376. Status of key projects:

- Performing Arts Building Renovation at Fairfield: Construction continued on schedule. Exterior stucco and painting of the existing building were completed; interior construction continued with finish materials being installed in some sections of the building. The building addition was framed, exterior stucco and roofing installed; interior framing, MEP, gypboard, painting of walls, suspended ceiling system and lighting completed.
- Biotechnology and Science Building at Vacaville Center: A Groundbreaking Ceremony was held July 20. Construction continued on schedule, with pour of floor slab, erection of structural steel, and installation of metal roof decking. Wall framing was started.
- Autotechnology Building at Vallejo Center: A Groundbreaking Ceremony was held August 17. DSA approved the plans September 8. Construction started, the building pad was developed and certified, and trenching for underground utilities started.
- Horticulture Phase 1 at Fairfield: A Groundbreaking Ceremony was held September 7 and sitework construction started.
- Science Building Phase 1 at Fairfield: A Request for Proposal (RFP) was issued to three shortlisted Design Build teams July 15. Several proposal phase meetings were conducted with each team. Subsequent to this reporting period, proposals were submitted October 10, followed by evaluation, interviews on October 20, with recommendation to the Board for contract award anticipated November 16.

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

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

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

**SUBJECT:** **AGREEMENT BETWEEN THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/DEEPTOK AND SOLANO COMMUNITY COLLEGE**

**REQUESTED ACTION:**

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

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**SUMMARY:**

Board approval is requested for the Foundation for California Community Colleges/DeepTok to provide the Solano Community College MESA Program coaching and professional development services as set forth in the description of services attached hereto as Exhibit "A" and herein incorporated by reference (the "Services").

The Foundation/DeepTok and Solano Community College Agreement is being presented for information only and will be resubmitted for Board approval on November 16, 2016.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$5,700.00</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
    **NOT REQUIRED**       **TABLE**

Gregory S. Brown  
Vice President, Student Services

---

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

---

**ADDRESS**

707-864-7173

---

**TELEPHONE NUMBER**

---

Gregory S. Brown, Student Services  
**VICE PRESIDENT APPROVAL**

---

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

---

**DATE APPROVED BY**  
**SUPERINTENDENT-PRESIDENT**

---

**DATE SUBMITTED TO**  
**SUPERINTENDENT-PRESIDENT**



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## **SERVICES AGREEMENT**

**between**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/DEEPTOK**

**and**

**SOLANO COMMUNITY COLLEGE**

*Agreement No.FS-069-16*

### **1. Background**

DeepTok, operates under the auspices of the Foundation for California Community Colleges, a California non-profit 501 (c)(3) corporation. DeepTok provides a supportive community, mentorship and connections to community college students in California who are limited by personal background and geographic location to help them successfully achieve their academic and professional goals.

### **2. Parties to Agreement**

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of DeepTok is referred to as “FOUNDATION” and Solano Community College, is referred to as “CUSTOMER”.

### **3. Services**

FOUNDATION shall provide to CUSTOMER coaching and professional development services as set forth in the description of services attached hereto as Exhibit “A” and herein incorporated by reference (the “Services”). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION’s staff and its partners at all reasonable times.

### **4. Customer Responsibilities**

4.1 Equipment/Space. CUSTOMER shall provide their students with space, computer, web camera, and internet access to utilize FOUNDATION Services as scheduled.

4.2 Service feedback. CUSTOMER shall provide FOUNDATION with feedback on student and CUSTOMER staff experiences with services and sessions. In addition, CUSTOMER will allow FOUNDATION to attend scheduled sessions on an as needed basis to ensure CUSTOMER Services are met

## 5. Term, Termination

5.1 Term. The period of this Agreement is for one (1) year, commencing on September 1, 2016 and ending one (1) year thereafter ("Term") at which time, this Agreement will automatically renew on an annual basis until terminated, as described in Sections 5.2, 5.3 and 5.4 below.

5.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

5.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

5.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

## 6. Compensation, Billing

FOUNDATION will be compensated based on a flat fee of \$19.00 per month for 25 students. The total minimum fee to be paid to FOUNDATION by CUSTOMER for the Services shall be \$5,700, including all applicable taxes. CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement.

If additional students are included, it will be approved by the Parties in advance and CUSTOMER will be billed at the rate of \$19.00 per month for each additional student.

## 7. Indemnification

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

## 8. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

### **FOUNDATION:**

#### PROGRAM MANAGER (All Programmatic Issues):

Nancy Nkansah-Mahaney, Director  
DeepTok  
55 Dudley Lane #109

Stanford, CA 94305  
[nkansah@stanford.edu](mailto:nkansah@stanford.edu)

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

**CUSTOMER: Solano Community College MESA Program**

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Gregory S. Brown  
Vice President, Student Services  
4000 Suisun Valley Road  
Fairfield, CA 94534  
707-864-7159  
707-646-7702  
[gregory.brown@solano.edu](mailto:gregory.brown@solano.edu)

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices): [if applicable]

Gregory S. Brown  
Vice President, Student Services  
4000 Suisun Valley Road  
Fairfield, CA 94534  
707-864-7159  
707-646-7702  
[gregory.brown@solano.edu](mailto:gregory.brown@solano.edu)

**9. General Provisions**

9.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

9.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

9.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

9.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or

Page 3

on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

9.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

9.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

9.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

9.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

9.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

9.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

9.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same

instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

9.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

9.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

9.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

9.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

9.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

Signature Page to Follow



THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

**CUSTOMER**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

**CUSTOMER – second signature, if required**

**DeepTok**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

**EXHIBIT A**

**Description of DeepTok Services**

1. In-Kind Services

- a. Workshops (Live, On-line, Interactive)
  - i. Student Success Road Map Workshops
    - 1. Preparing to be a college student in a STEM major
    - 2. Using community college education to enter a 4-year college major and competitively qualify for profession and major of choice
    - 3. Preparing to apply for & matriculate in 4-year college
    - 4. Developing a professional style
  - ii. Conversations with Professionals
  - iii. Snapshots by Professionals on their Research & Innovations (Emerging Topics)

2. Compensated Services

a. Student Coaching Led by Certified Coaches (Live, On-line, Small group)

A coach meets with small groups of students monthly to discuss each coachee's progress on the Student Success Road Map. This map strategically guides the student to efficiently gain general education, show professionalism, complete key activities at the college, and apply to a 4-year college in the highly competitive pathway to becoming a professional. The designated representative will receive regular updates on each coachee's progress.