

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Gabriela Torres	Part Time Student Services Generalist	04/23/2019

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Beatriz Cadenas	Academic Success Specialist	Student Equity	04/18/19 – 06/30/19	\$16.56/hr
Daniel Moto	Summer Bridge Lead	Student Equity	04/18/19 – 06/30/19	\$25.00/hr

EMPLOYMENT 2019-2020

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rachel Purdie	History Instructor (Full-Time; Tenure-Track)	08/08/2019

Mary Jones
Human Resources

April 5, 2019
Date Submitted

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

April 17, 2019
Date Approved

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

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

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

Macy Chadwick	Day workshop for Photography students.	April 5, 2019	Not to exceed \$500.00
Great Moments Videography	Provide videography services for dance concert.	May 1, 2019 – May 31, 2019	Not to exceed \$500.00
Tim Koop	Substitute flutist for April 26 th My Fair Lady performance.	April 26, 2019	Not to exceed \$75.00

**Student Services
Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Alexandra Insogna	Operate computer system during Bay Valley Conference Swim Championships.	April 18, 2019 – April 20, 2019	Not to exceed \$300.00

Robert V. Diamond	Celia Esposito-Noy, Ed.D.
<u>Vice President, Finance & Administration</u>	<u>Superintendent-President</u>
April 5, 2019	April 17, 2019
Date Submitted	Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

03/04/19	Vendor Payments	11092471	\$37,403.75
03/04/19	Vendor Payments	11092472 -11092480	\$77,193.67
03/05/19	Vendor Payments	11092481 - 11092540	\$268,634.11
03/11/19	Vendor Payments	11092541 - 11092544	\$117,022.40
03/11/19	Vendor Payments	11092545 - 11092607	\$170,282.20
03/18/19	Vendor Payments	11092608-11092612	\$61,859.87
03/18/19	Vendor Payments	11092613	\$17,922.52

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$1,494,383.05</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

03/18/19	Vendor Payments	11092614-11092702	\$202,592.34
03/25/19	Vendor Payments	11092703-11092708	\$38,676.48
03/25/19	Vendor Payments	11092709	\$43,664.00
03/25/19	Vendor Payments	11092710-11092777	\$293,574.66
03/26/19	Vendor Payments	11092778-11092830	\$141,991.39
03/27/19	Vendor Payments	11092831-11092855	<u>\$23,565.66</u>
TOTAL:			\$ 1,494,383.05

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 18/19-19 PROCLAIMING SOLANO
COMMUNITY COLLEGE AS A “PURPLE HEART
COLLEGE”**

REQUESTED ACTION:

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

SUMMARY:

In recognition of Solano Community College’s support of military members, including veterans and their families, the American Legion has names SCC as the first Purple Heart Community College on the west coast. A proclamation will be presented at the official opening of the new Science and Veterans Resource Center on August 21, 2019.

Board approval of Resolution No. 18/19-19 is requested.

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: 76140, 76141</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
(707) 864-7209

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

March 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING SOLANO COMMUNITY COLLEGE
AS A “PURPLE HEART COLLEGE”**

RESOLUTION NO. 18/19-19

WHEREAS, the students, staff, and all stakeholders of Solano Community College (SCC) have the greatest admiration and the utmost gratitude for the brave men and women who have served or are serving our Armed Forces, and especially for those who have died or are suffering from combat-related injuries; and

WHEREAS, the Purple Heart Medal as a military decoration traces its origins to General George Washington’s General Orders to the Continental Army on August 7, 1782 which established the Badge of Military Merit directing that “whenever any singularly meritorious action is performed, the author of it shall be permitted to wear ... over the left breast, the figure of a heart in purple cloth;” and in the spirit of our American Revolution, the Badge of Military Merit could be awarded to “common” soldiers of any rank, breaching from the European tradition of such awards being reserved for “lords” or high-ranking officers, and in Washington’s own words, “The road to glory in a patriot army and a free country is thus open to all;” and

WHEREAS, the Badge of Military Merit was revived in 1932, on the 200th anniversary of George Washington’s birth, when the US War Department authorized a new Purple Heart Medal to be awarded to any Service member who has been wounded in action or killed in action, and the first awardees received it retroactively for their World War I service; and

WHEREAS, nearly two million Purple Heart Medals have been awarded to our combat veterans, including over 50,000 after the Vietnam War, and these figures represent the staggering amount of human suffering and unparalleled selfless sacrifices that our Veterans and our Service members have endured; and

WHEREAS, On April 27, 2012, President Barack Obama signed Executive Order 13607, establishing the Principles of Excellence for Educational Institutions Serving Service Members, Veterans, Spouses, and Other Family Members, and SCC proudly provides services to active Service members, Veterans and their families, works with the Department of Veterans Affairs and proudly participates in the Yellow Ribbon Program; and

WHEREAS, SCC celebrates its rich military connection and is home to thousands of Veterans some of which are recipients of the Purple Heart Medal and honors and thanks them for their dedication, sacrifice, and courage.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board does hereby designate Solano Community College as a “Purple Heart College” and we urge faculty, staff, and students, to honor our Purple Heart Medal recipients for their service, valor, and sacrifice.

PASSED AND ADOPTED, This 17th day of April 2019, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG, PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION-2019

REQUESTED ACTION:

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

SUMMARY:

An Adhoc Subcommittee of the Governing Board for CCCT will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. This year, there are seven seats up for reelection on the board. Each member Community College District Board of the League shall have one vote for each of the seven vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve a three-year term. A copy of the ballot is provided on the proceeding page. The official ballot must be postmarked by April 25, 2019.

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: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Celia Esposito-Noy
 Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

April 8, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

April 17, 2018

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

CCCT 2019 BOARD
OFFICIAL BALLOT

Vote for no more than seven (7) by checking the boxes next to the names.

NOMINATED CANDIDATES

List order based on Secretary of State's February 1, 2019 random drawing.

- Raymond Macareno, Sequoias CCD
- Thomas J. Prendergast, III, South Orange County CCD
- Michael Baldini, Napa Valley CCD
- *Kenneth A. Brown, El Camino CCD
- *Sally Biggin, Redwoods CCD
- Greg Bonaccorsi, Ohlone CCD
- Mark Evilsizer, Palomar CCD
- Tracey Vackar, Riverside CCD
- Michelle R. Jenkins, Santa Clarita CCD
- Gary Chow, Mt. San Antonio CCD
- *Linda S. Wah, Pasadena Area CCD
- Mary Jane Sanchez, Desert CCD
- Brigitte Davila, San Francisco CCD

WRITE-IN CANDIDATES

List each qualified trustee's name and district on the lines provided below.

* Incumbent

Board Secretary and Board President or Board Vice President must sign below:

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

District: _____

Secretary of the Board

President or Vice President of the Board

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

TO: Members of the Governing Board

SUBJECT: SUMMER WORK SCHEDULE

REQUESTED ACTION:

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

SUMMARY:

The attached summer work schedule options are being presented to the Governing Board for approval. Solano Community College will be open for business Monday through Friday during the 2019 summer session. The District is recommending that departments provide alternate work schedule options to staff so long as the core needs of the District are met. The alternative work schedules must be approved in advance by the department manager and are dependent on department needs and staff availability. The alternate summer schedule will begin June 3, 2019 and end July 26, 2019. The following are the summer schedule options:

- 5/8 schedule (5 days a week, 8 hours a day) – CSEA/Local 39/ALG
- 4/10 schedule (4 days a week, 10 hours a day) – CSEA/Local 39/ALG
- 9/80 schedule (8 days at 9 hours, 9th day at 8 hours, and 10th day off) – CSEA/ALG

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 88040</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Mary Jones.
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 18/19-20 TO CONTRACT WITH THE
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL,
AGREEMENT #18C301018**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 18/19-20 for the District to contract with the Department of California Highway Patrol for the purpose of renting Solano Community College facilities for training purposes.

The agreement is from May 1, 2019 through April 30, 2022. This contract is expected to generate \$28,000 for the District.

A copy of the contract is attached.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: Revenue \$28,000</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO CONTRACT WITH THE DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL AND SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT #18C301018**

RESOLUTION NO. 18/19-20

WHEREAS, this resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the Department of California Highway patrol for the purpose of renting the Solano Community College facility for training purposes;

BE IT RESOLVED, That the Governing Board of Solano Community College District authorizes entering into Contract No. 18C301018-0 with the Department of California Highway patrol, in the amount \$28,000.00, effective May 1, 2019 through April 30, 2022.

PASSED AND ADOPTED, This 17th day of April, 2019 by the Governing Board of the Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)**



February 1, 2019

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Subject: Agreement Number 18C301018-0

Please complete the following marked item(s) and return to the above address within five (5) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- Letter of Agreement. Sign and return both copies.

Contract status.

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

DENISE A LORENZ-COELHO
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18C301018

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Solano Community College District

2. The term of this Agreement is:

START DATE

05/01/2019, or Upon Approval, whichever is later

THROUGH END DATE

04/30/2022

3. The maximum amount of this Agreement is:

\$28,000.00 - Twenty-Eight Thousand Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Solano Community College District

CONTRACTOR BUSINESS ADDRESS

4000 Suisun Valley Road

CITY

Fairfield

STATE

CA

ZIP

94534

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Patricia Gamoning

TITLE

Procurement Manager, Business Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. I, 4.04 A.2.

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18C301018

PURCHASING AUTHORITY NUMBER (If Applicable)

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CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Solano Community College District

2. The term of this Agreement is:

START DATE

05/01/2019, or Upon Approval, whichever is later

THROUGH END DATE

04/30/2022

3. The maximum amount of this Agreement is:

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These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Solano Community College District

CONTRACTOR BUSINESS ADDRESS

4000 Suisun Valley Road

CITY

Fairfield

STATE

CA

ZIP

94534

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Patricia Gamoning

TITLE

Procurement Manager, Business Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. I, 4.04 A.2.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP), Golden Gate Division office, Facility Rental in accordance with this Agreement.
 - A. Contractor agrees to provide one (1) Full Cafeteria, one (1) and one (1) track, three (3) times a year for Cadet applicant testing.
 - B. The full Cafeteria will accommodate reception, psychological, vision, and physical abilities testing, and the track will accommodate the running portion of the physical abilities testing.
 - C. Contractor shall provide and set up the tables and chairs, and clean up the cafeteria.
 - D. Contractor shall provide restrooms for CHP use.
 - E. Contractor shall allow CHP parking in the student parking lot.

2. The services shall be performed at:

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

3. The services shall be provided during:

The Facility shall be available for use on weekends and campus closure days, from 7:30 a.m. to 6:00 p.m. CHP will provide dates to Contractor once established, and provide a 30-day notice prior to testing. All dates are subject to change by CHP and Contractor.

4. The project representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol Golden Gate Division Office		Solano Community College District	
NAME		NAME	
Hannah Walcott, Officer		Chor Thor, Finance Administrator	
ADDRESS		ADDRESS	
1551 Benicia Road, Vallejo, CA 94591		4000 Suisun Valley Road, Fairfield, CA 94534	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(707) 917-4300	Hannah.Walcott@chp.ca.gov	(707) 864-7000	Chor.Thao@solano.edu
Direct all inquiries to:			
STATE AGENCY		ADDRESS	
Department of California Highway Patrol		601 North 7 th Street, Sacramento, CA 95811	
SECTION/UNIT		TELEPHONE NUMBER	EMAIL
Business Services Section, Contract Services Unit		(916) 843-3609	Denise.Lorenz-Coelho@chp.ca.gov
ATTENTION			
Denise Lorenz-Coelho, Contract Analyst			

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number, after each testing event:

Name: Sgt. John Zatezalo
Office: CHP Golden Gate Division Office
Address: 1500 Benicia Road
Vallejo, CA 94591

- C. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Rate Schedule**

CHP agrees to pay Contractor in arrears for actual services rendered in accordance with the following rates:

Full Cafeteria (weekends & campus closures): \$161.00 per hour.

Track: \$92.00 per hour.

Custodial: \$57.00 per hour.

These rates shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

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

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

~~5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~ **See Exhibit D, paragraph 6.**

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. This Agreement may be amended in writing with the mutual consent of the parties hereto. Verbal agreements are not binding unless and until confirmed in writing.
2. CHP reserves the right to cancel this Agreement without cause, upon thirty (30) calendar days advance written notice to Contractor.
3. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
4. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
5. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.
6. The parties hereto agree that paragraph 5 of Exhibit C herein are both superseded by the following:

CHP shall defend, indemnify, and hold Solano Community College District (hereinafter "District"), its officials, officers, employees, agents, and volunteers, free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of CHP, its officials, officers, employees, agents, and volunteers, arising out of or in connection with CHP's performance of this Agreement.

District shall defend, indemnify, and hold CHP, its officials, officers, employees, agents, and volunteers, free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of District, its officials, officers, employees, agents, and volunteers, arising out of or in connection with the District's performance of this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

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

TO: **Members of the Governing Board**

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

REQUESTED ACTION:

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

SUMMARY:

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

The agreement is from April 29, 2019 through April 29, 2020, or until the position is filled. Total contract amount not to exceed \$271,625.

A copy of the contract is attached.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$271,625
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Strata Information Group
Statement of Work
(SOLANO-SOW121-CTO1920)
April 9, 2019 (replaces previous version dated March 13, 2019)

Solano Community College District

Interim Chief Technology Officer

Under the terms of this Statement of Work, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SCCD is requesting an extension of the existing Interim Chief Technology (CTO) consulting services provided by SIG. The proposed timeline is for twelve (12) months or until position is filled.

Timeframe: Begins April 29, 2019 and continues through April 29, 2020. Either party may cancel this agreement with 30 days' notice.

Proposed Services:

Tasks	Number of Weeks
Provide an interim CTO to help manage and oversee the IT Department – weekly FIXED FEE engagement at 35 hours per week.	48 - 53
Total Weeks:	48 - 53

Summary of Estimated Costs:

Labor:	Travel Expenses:	Total Cost:
\$246,000 - \$271,625	\$0 (included)	\$246,000 - \$271,625

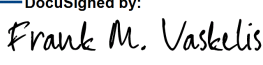
Breakdown of Costs:

- 32 hours / 4 days per week (on-site)
- 3 hours of remote support per week
- 3 hours of travel per week
- Travel expenses included
- Weekly cost to Solano is \$5,125

For Solano Community College District:

 Robert Diamond Date
 Vice President, Finance and Administration

For Strata Information Group:

DocuSigned by:

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Apr-09-2019

 Frank M. Vaskelis Date
 Vice President and Chief Financial Officer

General Outline of Services

These services may change depending on SCCD's priorities, needs, and availability of staff, funding and other resources.

Detailed tasks:

As directed by the management team of SCCD, the assigned SIG CTO will assist with the following types of projects and IT initiatives.

- Assist with planning and IT infrastructure specifications related to construction projects from the Measure Q Bond
- Revise/maintain the IT Strategic Plan
- Improve communications with IT and the College community
- Participate actively as part of the College's management team
- Coordinate the installation new equipment and develop an equipment replacement schedule for campus technology
- Work with the IT staff to upgrade Banner® and Luminis®
- Evaluate and analyze the potential of migrating selected IT applications and services to a cloud environment
- Assist, as needed, with the accreditation self-study

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs.
- Provide secure local and remote access to all required systems, software tools, or applications as required.
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement.
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SDCCD staff.

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO PROEDUCATION SOLUTIONS, LLC (PROED), FOR FINANCIAL AID APPLICATION VERIFICATION SERVICES

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to contract with ProEducation Solutions, LLC. (“ProEd”) for their ProVerify Software-as-a-Service (SaaS) Solution. ProVerify is an automated verification solution that retrieves electronic tax data directly from the IRS within 72 hours of completing an e-Signed IRS Form 4506-T. This will dramatically reduce processing times which will enable students to receive their financial aid faster and enroll more quickly.

Total contract amount not to exceed \$35,000. A copy of the contract is attached.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: \$33,600</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Craig Yamamoto
 Director, Financial Aid

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7889

TELEPHONE NUMBER

Robert V. Diamond
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

PROEDUCATION PROVERIFY SAAS SOLUTION AGREEMENT

THIS AGREEMENT (this “Agreement”) is made effective as of the ___ day of February 2019 (the “Effective Date”), by and between ProEducation Solutions, LLC or “ProEd” (“Provider”) and Solano Community College (“Recipient”).

ARTICLE 1: RECITALS

1.1 WHEREAS, Provider provides access to ProEd’s ProVerify SaaS Solution and related services to Recipient;

1.2 WHEREAS, The Parties agree that the recitals are true and correct and are hereby incorporated.

1.3 WHEREAS, The Parties also agree that any referenced exhibits, schedules, documents, or instruments are also hereby incorporated.

1.4 NOW, THEREFORE, for the mutual considerations set forth herein, the adequacy of which is hereby acknowledged, Recipient and Provider, intending to be legally bound, hereby agree as follows:

ARTICLE 2: DEFINITIONS

2.1 “Effective Date” as used herein shall mean the later of the effective date of the agreement listed above or the date upon which the Agreement is executed by the parties.

2.2 “Term” as used herein shall mean the period during which this Agreement shall be effective.

2.3 “Provider” as used herein shall mean ProEducation Solutions, LLC or “ProEd.”

2.4 “Recipient” as used herein shall mean Solano Community College.

2.5 “Fee Schedule” as used herein shall mean the description of transaction fees that Provider shall invoice Recipient as more fully described and set forth as Exhibit A.

2.6 “Participation Agreement” as used herein shall mean the agreement between the Recipient and the Provider for ProEd’s ProVerify SaaS Solution.

2.7 “ProEd’s ProVerify SaaS Solution” as used herein shall mean the provision of access to ProEd’ ProVerify SaaS Software, consultants, web-based eSign document management system software, forms, policies and procedures.

2.8 “Recipient” or “Recipients” as used herein shall mean the individuals that will ultimately be using the ProEd’s ProVerify SaaS Solution.

2.9 “Recipient Support Services” as used herein shall mean any and all services to be provided to the end Recipients of the ProEd’s ProVerify SaaS Solution, to include but not be limited to hardware and software trouble shooting, resolution of connectivity issues, and performance problem management.

ARTICLE 3: PROGRAM

PROED PROVERIFY SAAS SOLUTION: This service consists of access to ProEd’s ProVerify SaaS Solution for the purpose of automatically verifying federal student aid applications through the ProVerify SaaS Solution web-based portals. Students will complete eSigned documents through the Student Portal. IRS tax data will be obtained electronically directly from the IRS for students and/or parents. This data will be directly imported into ProVerify. Upon completion of the data entry, ProVerify “Smart Rules” will be invoked. Through the School Portal, Recipients will have controlled access to view the status of automatically verified records as well as have the ability to view

manually processed records that do not meet system “Smart Rules” for complying with both federal verification and conflicting documentation. This service also includes access to a web-based, eSign document management system software, forms, procedures, communication protocols for inbound and outbound call center services, and information collected and stored as a result of the Recipient’s use of Provider’s ProVerify SaaS Solutions system, database or computing services authorized by the Provider. In addition, ProVerify SaaS includes automatic ISIR data verification and conflict resolution items. School staff will be responsible for manually processing records that do not meet system “Smart Rules” for complying with both federal verification and conflicting documentation. Use of these services is subject to this Agreement and any supplemental operating terms and conditions including copyright and confidentiality notices published in connection with individual services, options or facilities.

3.1 ACCESS TO NETWORK: Access to the ProEd network will be provided on a 24 hour/7-day week 365 day/year schedule made available to Recipient but may be limited at the discretion of ProEd for emergency repairs or as a result of circumstances beyond ProEd's control. Recipient will not use the ProEd service for any purpose prohibited by State or Federal law, rules and/or regulations.

3.2 EXCLUSIVITY OF AGREEMENT: Recipient agrees not to enter into an Agreement with any entity including without limitation, third-party services for products or services similar in any material respect to those offered by ProEd for the term of this Agreement beginning on the effective date. Recipient is authorized by Provider to use ProEd’s ProVerify SaaS System with as many of Recipient’s employees as needed for the term of this agreement.

3.3 INTELLECTUAL PROPERTY: Each party shall retain all right, title, and interest in and to its own intellectual property, including, without limitation, any trademarks, patents, copyrights, and trade secrets. Except for the licenses granted herein, neither party shall acquire any interest in the other party’s website(s), intellectual property, software, databases, application source code, application programming interface, or any other products, services or materials, or any copies or portions thereof, provided by such party pursuant to this Agreement. Both parties further agree that they will not attempt to reverse engineer any software, databases, applications, source code, or application programming interface. Both parties shall take all reasonable precautions to prevent disclosure of intellectual property to the public or to prevent the unauthorized use of such property.

3.4 CONFIDENTIAL AND NON-PUBLIC INFORMATION RESPONSIBILITIES & EXPECTATIONS: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider. ProEducation Solutions will have access to Recipient’s confidential information, including specific confidential and “non-public” information the safeguarding of which is governed, in part, by the provisions of the Family Education Rights and Privacy Act (FERPA) (34 CFR §99.33 (a)(2)), the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley), and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made. This information includes financial information the College has obtained from a student or parent in the process of offering a financial product or service, or such information provided to the College by another entity, (e.g. the federal government) in the application for aid to students, receiving income tax information from a student or student's parent(s) when offering a financial aid package, and other miscellaneous financial services as defined in 12 CFR § 225.28. Financial information includes, but is not limited to: addresses, phone numbers, student ID or account numbers, income and credit histories and social security numbers, in both paper and electronic format and are representative of this type of information. ProEducation Solutions agrees that such confidential information will be held in strict confidence and accessed only for the explicit business purpose of this contract. ProEd shall not use or disclose CDI received from or on behalf of College (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by College. ProEd agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. ProEducation Solutions guarantees that it will ensure compliance with the protective conditions outlined in the contract and that it will protect the confidential information it accesses according to commercially acceptable standards, with the same rigor than it protects its own customers’ confidential information.

3.5 RETURN OR DESTRUCTION OF CDI: Upon termination, cancellation, expiration or other conclusion of the Agreement, ProEd shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If

ProEd destroys the information, ProEd shall provide Institution with a certificate confirming the date of destruction of the data.

3.6 MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION: ProEd shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all subcontractors used by Service Provider.

3.7 REPORTING UNAUTHORIZED DISCLOSURES OR MISUSE OF CDI: ProEd shall, within one day of discovery, report to College any use or disclosure of CDI not authorized by this agreement or in writing by College. ProEd's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what ProEd has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action ProEd has taken or shall take to prevent future similar unauthorized use or disclosure. ProEd shall provide such other information, including a written report, as reasonably requested by College.

3.8 RED FLAG RULE: Pro Ed shall maintain during the existence of any contract with College appropriate policies and procedures to comply with the FTC issued Regulation 16 CFR Part 681, commonly referred to as the "Identity Theft Red Flags Rule", requiring the development and implementation of written identity theft prevention policy for "covered accounts." ProEd represents that it has reviewed the College's Program regarding identity theft and agrees that it will promptly report any Red Flags to the Program Administrator or the College employee with primary oversight of the service provider relationship.

3.9 BREACH OF CONFIDENTIALITY: ProEducation Solutions further acknowledges that any breach of the confidentiality obligations of this contract will be considered a material breach of contract at which time Recipient may immediately terminate this contract without penalty. Recipient reserves the right to audit ProEducation Solutions compliance with privacy safeguard requirements. The protective requirements of this contract, as outlined in this section, survive any termination agreement.

3.10 ENTIRE AGREEMENT: This Agreement and the exhibits, schedules, documents, and instruments referred to herein, embodies the entire Agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior Agreements and understandings between the parties with respect to such transactions

ARTICLE 4: TERM AND TERMINATION

4.1 TERM: This Agreement will remain in effect for a period of one (1) year beginning on the effective date and will automatically renew for up to three (3) additional years, unless terminated by one of the parties as described in this section.

4.2 TERMINATION UPON BREACH: In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach has not been cured within 30 calendar days of giving such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party.

4.3 AMENDMENT: No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

ARTICLE 5: PERIODIC CHARGES

5.1 SUBSCRIPTION BILLING CYCLE: Subscription invoices will be sent on the first day of each month covering that month's services. For example, a January 1st invoice covers the month of January and so on and will

extend through the full term of this Agreement. Billing will commence on the 1st day of the 1st month following the Effective Date.

5.2 PAYMENT TERM: All payments are due upon receipt from the date of invoice as identified on the invoice. Any payments received greater than 30 days from invoice date will be considered delinquent. A finance charge will be applied, and the Recipient will be held responsible for the additional charges.

5.3 FINANCE CHARGES: Finance charges will be applied to all delinquent accounts at a rate of 1½% per month or the maximum limit allowable by law on the unpaid balance, whichever is less, plus all costs of collection, including reasonable attorney's fees.

5.4 DELINQUENT ACCOUNT: ProEd reserves the right to suspend service to a delinquent account without notice. Accounts will not be reactivated until all past due transactions are cleared in full and the account reflects a current status.

ARTICLE 6: OTHER PROVISIONS

6.1 LIMITATION OF WARRANTY: RECIPIENT EXPRESSLY AGREES THAT USE OF THE SERVICE AND MATERIAL THEREIN AND STORAGE OF INFORMATION, WHICH APPEARS IN THE SERVICE, IS AT RECIPIENT'S SOLE RISK. NEITHER PROED NOR ANY OF ITS LICENSORS, SUPPLIERS, OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR IS ANY WARRANTY MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

6.2 PROED LIABILITY: ProEd exclusive liability for any claim of any kind relating to this Agreement or to the products and services provided hereunder shall not exceed the fees paid for use of the services and ProEd liability shall terminate if no action is commenced within one year after a cause of action has occurred. IN NO EVENT SHALL PROED BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COSTS, OVERHEAD COSTS, CLAIMS OF RECIPIENTS OR CLIENTS OR RECIPIENT, OR DELIVERY OF DATA CONTAINING INACCURACIES OR OMISSIONS THAT WERE PRESENT WHEN THE DATA WAS RECEIVED BY PROED, EXCEPT AS OUTLINED IN THE SERVICE LEVEL AGREEMENT ATTACHEMENT B. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so this limitation or exclusion will not apply in those circumstances.

6.3 THIRD PARTY SERVICER CERTIFICATIONS: As a third-party servicer, ProEd certifies that we agree to:

- (a) Comply with all the statutory provisions of the Title IV Federal Student Aid Programs,
- (b) Are not subject to the terms of any termination, suspension or limitation in our ability to participate in any program under the Higher Education Act (HEA), including Title IV Federal Student Aid Programs,
- (c) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating fraud, abuse or criminal misconduct in connection with the Title IV Federal Student Aid Programs,
- (d) Be jointly and severally liable with the College to the USDE Secretary for any violation by ProEd of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision under the authority of the statutes applicable to Title IV of the HEA.

6.4 INSURANCE: ProEd shall maintain the following list of insurance coverage through companies licensed to do business in the United States as detailed in this Agreement throughout the term of the Agreement and for at least one year following the date of termination of this Agreement. ProEd, through its insurance agent, shall provide Recipient with copies of the appropriate certificates of insurance to certify appropriate insurance coverage.

- (a) Professional Liability for ProEd as a consultant with limits of \$5,000,000 per occurrence and \$5,000,000 in aggregate. Coverage applies to ProEd and equally to all of its independent contractors.

(b) Commercial General Liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in aggregate to include premises & operations, personal injury coverage, broad form contractual liability coverage and products liability coverage.

(c) Cyber Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 in aggregate.

6.5 INDEPENDENT CONTRACTOR: Each party shall be regarded as an independent contractor for all purposes. This Agreement shall not make either party an Institution, employee, partner, or joint venture of or with the other, and neither party shall bind or transact business in the other's name or make representations or commitments on the other's behalf without prior written approval.

6.6 CONFIDENTIALITY: Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information and data compiled including pricing, which comes into their possession as a result of this Agreement or any details pertaining to this Agreement. Notwithstanding the foregoing, each party shall have the right to disclose the relationship and general parameters of this Agreement.

6.7 SERVERABILITY: If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

6.8 GOVERNING LAW: This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida.

6.9 REPRESENTATIONS: ProEd makes no representations as to the quality of the information relayed over the circuits or networks provided under this Agreement.

6.10 AUTHORITY: If Recipient is a corporation, partnership or other business entity, the individual agreeing to these terms has full authority and power to enter into this Agreement. No terms or conditions in any purchase order or other document shall supersede the terms of this Agreement.

ProEducation Solutions, LLC BY:

Solano Community College BY:

Paul J. Gilroy, Ph.D.

College

President & CEO

(Title)

Title

(Title)

Date

(Date)

65-1144423

EIN #

Schedule “A”: Pricing Schedule

APPLICATION & SUPPORT	FREQUENCY	FEE
Software Application License Fee including: <ul style="list-style-type: none"> ○ Set-Up & Implementation ○ Training ○ System Support & Usage Reporting ○ Help Desk & Customer Service Support ○ Ongoing Account Management Support ○ Inbound/Outbound Call Center Support 	One-time Set-Up & On-going Support Services	\$5,000.00 WAIVED
FEES		
SUBSCRIPTION SERVICE FEES	FREQUENCY	FEE
ProVerify SaaS Solution	Per Month	\$2,800
Maximum Number of Verification Cases		2,279
Fee for Verification Cases that Exceed the Maximum	Per Verification	\$15.00

Note: The subscription fee above is based on 2,279 automated or manual verifications per award year. If the number of verifications exceeds 2,279 the price for each additional completed verification record is \$15.00. Inbound Call Center services and/or ProDoc eSign document services powered by DocuSign to convert all College financial aid office forms into eSign documents (other than verification forms already included in ProVerify) may be purchased separately at a significantly reduced cost.

Attachment SLA

PROEDUCATION SOLUTIONS SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is incorporated by reference in any executed Subscription Agreement between ProEducation Solutions “ProEd” and Recipient. ProEd will abide by this SLA in every material respect during the Term of Service of any Subscription to our Software-as-a-Service (SaaS) ProOne solution.

1. AVAILABILITY

A. Formula. The SaaS services will, subject to the exceptions listed below, be available 99% of the time during each calendar month from the ProOne Services Effective Date in Recipient's production environment (referred to herein as the “Availability Commitment”). The availability of the ProOne Services for a given month will be calculated according to the following formula (referred to herein as the “Availability”):

Where: Total minutes in the month = TMM
Total minutes in the month the ProOne Services are unavailable = TMU
And: $(TMM - TMU) / TMM$

B. Limitations. For purposes of this calculation, the ProOne Services will be deemed to be unavailable (referred to herein as “Unavailable”) only (i) if the ProOne Services does not respond to HTTP requests issued by ProEd's monitoring software, or (ii) for the duration of a Severity-1 Error defined as a circumstance in which the software platform is inoperable or the performance of the software is so severely reduced that the Recipient cannot reasonably continue to operate the software platform because the error cannot be circumvented with a workaround. Further, the ProOne Services will not be deemed Unavailable for any downtime or outages excluded from such calculation due to the exceptions set forth in Section 2 of this SLA. ProEd's records and data will be the basis for all SLA calculations and determinations.

C. Requested Maintenance. Maintenance performed at Recipient's request outside of the normally scheduled maintenance will not be considered an outage.

D. Modifications. ProEd reserves the right to change, modify, add, or remove portions of this SLA at any time. All Modifications will be posted on the ProOne website and Recipients will be notified of such Modifications at least 30 days prior to posting. Modifications will be deemed accepted and become effective 30 days after such notice unless Recipient first gives ProEd written notice of rejection of the Modification. Recipient's continued use of the ProOne Service following the effective date of a Modification will confirm Recipient's consent thereto.

2. EXCEPTIONS

A. The ProOne Services will not be considered to be Unavailable for any outage that results from any maintenance performed by ProEd (a) prior to the Service Effective Date; or (b) during ProEd's standard maintenance windows which occur Saturdays and Sundays between 12:01 AM and 6:00 AM Eastern Standard Time (collectively referred to herein as “Scheduled Maintenance”).

B. The ProOne Services will not be considered Unavailable for any outage of the ProOne Services due to (a) Recipient's information content or application programming, acts or omissions of Recipient or its agents; (b) delays or failures due to circumstances beyond ProEd's reasonable control that could not be avoided by its exercise of due care; or (c) failures of Internet backbone itself and the network by which Recipient connects to the Internet backbone or any other network unavailability outside of the ProEd network.

3. REMEDIES

A. Subject to the exceptions provided for in this SLA, Recipient will have the rights set forth below.

- i. If the total Availability (as calculated in Section 1 above) for a given month is less than the Availability Commitment, Recipient will receive one Service Credit. In addition, each 100-minute increments by which the allowable Unavailability is exceeded, Recipient will receive one-half (1/2) of a Service Credit.

- ii. For purposes of this SLA, a Service Credit will be deemed to be an amount equal to the pro-rata fee for one (1) day of the Subscription to the affected ProOne Services (herein referred to as “Service Credit”). The total Service Credits for a given month will, in no event, exceed an amount equal to fifty percent (50%) of the then-current pro-rata monthly fee for the applicable Subscription to use the affected ProOne Services. Service Credits will be applied to extend the Term of Service of the applicable Subscription.
- iii. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered Unavailable for purposes of this SLA) if Recipient is not current in its payment obligations.

B. Upon written request from Recipient, ProEd shall promptly provide a report specifying the level of Unavailability and Service Credits due (if any) for the requested month. To receive Service Credits, Recipient must submit such request within 90 days after the end of the month in which the ProOne Services were Unavailable.

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO JAMES THOMAS MEDIA LLC
FOR MEDIA COORDINATOR**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to contract with James Thomas Media LLC., as the full time media coordinator. Proposed services include create an overall advertising plan/campaign; managing media requests and posts; organize staff and third party on existing media outlets; create calendar and content procurement/media buying on behalf of Solano Community College.

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: Provide food services

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$93,800</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Victoria L. Lamica,
Director of Purchasing & Support Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 4, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO JAMES THOMAS MEDIA LLC
FOR MEDIA COORDINATOR**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

James Thomas Media LLC will provide services for three (3) months for \$15,800 with an option to renew for an additional one (1) year for \$78,000 with printing, materials, radio and airtime billed at actual costs directly to Solano Community College.

Total contract amount not to exceed \$93,800 for the period April 18, 2019 through June 30, 2020. Attached is a copy of the proposed services.



JAMES THOMAS MEDIA LLC.

CREATIVE BRIEF

CLIENT

PROJECT NAME	Solano Community College -Media Coordinator
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - Media
PRODUCT	Media Management, Coordination and Distribution
DATE: March 27, 2019	

PROJECT

PURPOSE | *What are we looking to do?*

JTM (James Thomas Media LLC.) will hire a full time media coordinator for SCC (Solano Community College). This media coordinator will create an overall advertising plan/campaign for SCC and be responsible for all incoming and outgoing media requests and posts. This media coordinator will work jointly with SCC staff or third party to organize the existing media outlets and create/procure necessary materials and content for SCC. The coordinator will also work proactively to find upcoming events/registration/etc involving SCC to create an extended calendar of postings.

OBJECTIVE

What does the project work to achieve?

The main goal of this position is to fill the role of public and student information for SCC. All outside and internal media will be handled through this coordinator. Additionally, all information will be compiled into a calendar for posting on all SCC media platforms. This position will also be responsible for procurement of media content to coincide with the SCC media campaign.

BRIEF OVERVIEW

Deliverables Overview | *what are we providing?*

- **Media Management and Distribution**
 - Create advertising campaign and organize all SCC media platforms and their moderators.
- **Calendar and Content Procurement/media buying**
 - Proactively seek information to populate SCC media platforms and contact involved third parties for necessary content creation.
 - Procures media on behalf of SCC. (Radio, Video, Printed materials, etc.)
- **Media Response**
 - Responds to all media inquiries and manages SCC department's needs for media distribution.

DELIVERABLES

Detailed list of what we will make for you

• **Media Management and Distribution**

• ***SCC Advertising campaign, media buying/procurement and organization of materials***

- Creates advertising campaign and plan to manage all SCC media platforms for ease of distribution
 - Create advertising campaign for SCC (create micro-campaigns for guided pathway, etc.)
 - Implements plan by creating/procuring all content and distributes content for SCC
 - Point of contact between departments for media coverage and distribution
 - Guides departments to correct media resources and proactively seeks information on upcoming events, student registration/class information, etc...

• ***Calendar***

- Creates online calendar of SCC media postings (Delivered in month two (2) with general ad camping)
 - Compiles long term and short term media calendar for SCC to map up coming events, etc...
 - Reaches out to departments and seeks information to list on calendar
 - Reaches out to content creators for supporting material
 - Involved in certain meetings to ensure all necessary events are accounted for

• ***Distribution***

- Responsible for distributing media amongst SCC media platforms and others
 - Populate Facebook, Instagram, Twitter, etc. for SCC (Maintain conformity within brand)
 - Contact necessary parties for web and other SCC media
 - Contact and manage media with outside news and radio
 - Target and distribute content through social media (Direct to targeted demographic)
 - Manage digital media platforms (Scheduled posts, uniform posting between platforms)
 - Emergency posting and updates

• ***Response***

- Responds to all media inquiries and manages SCC department's needs for media distribution
 - Will respond on behalf of SCC for all internal and external media inquiries
 - Will establish necessary connections between departments and outside parties
 - Is a point of contact for all SCC departments for media distribution, content creation, etc...

• ***Content creation/procurement (media buying) and Graphic Design***

- Reaches out to all SCC involved third parties for necessary content creation
- Procures media on behalf of SCC. (Radio, Video, Printed materials, etc.)
- Creates some in house graphic design for SCC media posts (All major events and programming)

• ***Additional Marketing Materials***

- Assists and guides SCC in placing material on campus TVs and other digital display devices
- Guides SCC in use of SNAPCHAT and Instagram Live (Bring quick awareness to events easily, update Students on Safety concerns, etc.)

• **Backlog/Lead Time-**

- JTM coordinator will need one (1) month from contract start date to compile a plan of action, acquire a backlog of content and create the necessary contact with all involved parties. This time will also be used to create an agreed upon schedule and operating procedure for this coordinator.

Continued...

Budget:

Solano Community College Media Coordinator - \$15,800

Term of Contract - April 18, 2019 through June 30, 2019, with an additional one (1) year agreement beginning July 1, 2019.

(Covers: employee's monthly salary, benefits from JTM, etc) (Discounted for month one of training/ procurement of existing materials and creation of campaign)

(General campaign delivered with calendar/schedule in month two (2) of contract. Micro-campaigns and updated calendar created throughout year as needed. Media buying, content creation/procurement and placement will start at agreed upon campaign and calendar. Estimated month two (2).

JTM coordinator will create graphic material for all major events and programs . However, costs associated with procurement of media (ex. flyer printing and materials, radio ad space, etc.) are billed to SCC.

***JTM Policy* Contractors on site at digression of JTM. JTM will not be held liable for missed content creation/ posting if contact can not be established with the necessary parties. (ex. Professor rescheduling last minute/ Not responding/Insufficient client supplied content).**

CLIENT COMMENTS AND APPROVAL

COMMENTS

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DATE:

CLIENT SIGNATURE:

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO JAMES THOMAS MEDIA LLC
FOR WEBSITE RE-DESIGN AND RELATED SERVICES**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to contract with James Thomas Media LLC., to design, provide content for the website re-design project and other related website services. Proposed services include review current website content and material; design user friendly website; create graphic and video for website content; create a cross connect for social media platforms and launch the new website on behalf of Solano Community College.

Total contract amount not to exceed for \$86,000, with code and developer fee billed at actual costs directly to Solano Community College. Attached is a copy of the proposed services.

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: \$86,000</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Victoria L. Lamica,
Director of Purchasing & Support Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



JAMES THOMAS MEDIA LLC. CREATIVE BRIEF

CLIENT

PROJECT NAME	Solano Community College - Website Redesign
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - Website
PRODUCT	Digital Content Creation and Website Design
DATE: Feb 7, 2019	

PROJECT

PURPOSE | *What are we looking to do?*

JTM (James Thomas Media LLC.) will design and provide all content for SCC (Solano Community College's) website redesign project. JTM will review SCC's current website and create a user friendly and modern design with accompanying content to completely redesign the current webpage. This will give SCC's webpage the most up to date look and make student and staff searches a much easier process.

DELIVERABLES

Detailed list of what we will make for you

- **Review and Plan**
 - JTM will evaluate SCC's current website and create a new design for developers to easily code
 - Review current website and collect material for an updated design
 - Copy of all existing text and documentation
 - Work with developers to ensure transition of website user interface and design is functioning and looks as intended
 - Manage developers on timeline and delivery
- **Design**
 - JTM will design a complete and modern website for SCC
 - Provide renderings of new website look and change as needed until an agreed upon look is established
 - Create easy to use features and search functions for students and staff
 - Full video background main page with interactive features
 - Automated updated materials from social media
- **Content Creation**
 - Create all graphic, video and still content for SCC updated website
 - Extensive development of graphic creation for all facets of web development
 - Extensive creation of video and still assets (staged photos/video/events and programs)
 - Video tutorial creation for student enrollment or application process (implemented and embedded on website)
 - 4K export on all materials for future use and most up to date look
 - This includes time on site, editing, graphics/titles and two revisions
- **Social Media Implementation**
 - Create a cross connect for social media to also be seen easily through the website
 - With pictures populating and posts easily seen to create more student and outside interaction with events and media.
 - Edit client supplied photos, organize YouTube and populate social media platforms
- **Social Media - Search Engine Optimization (S.E.O.)**
 - Aims to increase social media post ranking and visibility. Additionally, added backlinks to increase website traffic and google/other platform ranking on certain search criteria
 - JTM will optimize keywords, hashtags#, geotags and search terms for SCC to increase visibility in non-paid and paid search landscape
 - Provide backlinks through social media platforms
 - Ensure targeted posting to specific demographic
 - Higher ranked social media posts and user traffic on all digital platforms
- **Timeline and backlog (TBD)**
 - Review of old SCC site
 - Development of design
 - Full design and content creation
 - Management of development company

Continued...

Budget:

Digital Marketing Campaign - all inclusive total price \$86,000 (minus code/developer fee)

Estimated 6 months timeframe for launch of new website.

***JTM Policy* Contractors on site at digression of JTM.**

CLIENT COMMENTS AND APPROVAL

COMMENTS

DATE:

CLIENT SIGNATURE:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 18/19-18 DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY – SCIENCE BUILDING FURNITURE AND EQUIPMENT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 18/19-18 authorizing the disposition of furniture and equipment located in Building 300, including chair stools, shelving, carts, mobile desks, step stools, file cabinet, refrigerators, microwave, oven, and miscellaneous classroom equipment.

STUDENT SUCCESS IMPACT:

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

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

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7154

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

April 17, 2019

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
SURPLUS EQUIPMENT AND PROPERTY – SCIENCE BUILDING
FURNITURE AND EQUIPMENT**

RESOLUTION NO. 18/19-18

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as furniture and equipment from existing Science Building 300, is unsatisfactory for retention and no longer need for instructional use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED, This 17th day of April 2019, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY



Solano Community College District Disposition, Transfer or Trade-In College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:

(Check only one)

If you have items that fall into more than one category, please prepare a separate sheet for items in each category.

- Returned to vendor (attach to yellow copy of approved form) Transfer to (Location) Bldg. No. _____, Room No. _____
- Lost or stolen (attach copy of theft report form)
- To be donated, auctioned as surplus or properly disposed
- To be destroyed or broken up for parts
- Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment:	
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Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	Microwave	300	307
N/A	Oven / 42W-28D-38H	300	307
N/A	Refrig/Freezer Top / 30W-28D-55H	300	307
N/A	Refrigerator / 32W-28D-66H	300	307
N/A	Refrig/Freezer Top / 28W-30D-53H	300	307
N/A	Refrig/Freezer Top / 35W-31D-68H	300	307
N/A	Dishwasher Black w/ Wooden Top / 25W-27D-37H	300	317
N/A	Miscellaneous Glass and Plastic Vials	300	N/A
N/A	Six (6) Metal Spatulas with Wooden Handles	300	N/A
N/A	Four (4) Filter Funnels	300	N/A
CONTINUED ON NEXT PAGE			

Note: If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the warehouse, unless so noted on this sheet.

Action Performed by: Jason Yi Date 4/3/19

Division or Organizational Unit: Facilities

Approved by: Joseph Ryan Date 4/3/19
 Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in



Solano Community College District Disposition, Transfer or Trade-In College Equipment

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

CONTINUED FROM THE PREVIOUS PAGE

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	Chair / Stool Wood / Grey Base / No Wheels / Fair con	300	304
N/A	Chair Task w/ No Wheels and Black Base / Grey Upholstery / Fair con	300	304
N/A	Small Desk w/ 2 Tier (For Disabled Students) / Black Chrome Base w/ Birch Tops / 31W-30D-28H / Fair con	300	304
N/A	5 Wired Shelf w/ 5 Shelf on Wheels / 36W-19D-78H / Metal / Black Color / Fair con	300	304
N/A	Metal Cart / 25W-20D-37H / Black / Good con	300	304
N/A	Round Stool w/ No Wheels / Metal / Grey Color	300	304
N/A	Desk on Wheels w/ 4 Drawer and 1 Door / Metal and Wood / Black Base / 73W-32D-36H / Good con	300	304
N/A	Mobile Desk w/ 1 Shelf / 37W-31D-37H / Marble Black Top / Fair con	300	304
N/A	Mobile Desk w/ 1 Shelf / 37W-31D-37H / Marble Black Top / Fair con	300	304
N/A	Chair / Stool w/ Wheels / Chrome Base / Vinyl Seat and Back / Neon Blue Color / Good con	300	304
N/A	Wall Holder Misc / Black Color / Near Sink	300	304
N/A	Step Stool	300	304
N/A	Step Stool	300	304
N/A	Step Stool	300	304
N/A	Floor Fan / White Color / Hamilton	300	304
N/A	Chair Task / Grey Upholstery Back and Seat w/ Black Chrome Legs	300	303
N/A	Short Round Seat / Metal / Grey Color	300	303
N/A	Chair Task Plastic w/ Chrome Legs / Green Color	300	303
N/A	Small Desk on Wheels w/ Black Marble Top / 37W-31D-37H / Fair con	300	303
N/A	Desk w/ Wheels and Black Base and 4 Drawer and 1 Door / 73W-30D-36H / Metal and Wood	300	303
N/A	4 drawer file cabinet wood 32x20x60	300	326
N/A	One (1) Large Aquarium	300	N/A
N/A	Six (6) 2L Erlenmeyer Flasks	300	N/A
N/A	Two (2) 500 mL Erlenmeyer Flasks	300	N/A



Solano Community College District Disposition, Transfer or Trade-In College Equipment

CONTINUED FROM THE PREVIOUS PAGE

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	One (1) 180mL Beaker	300	N/A
N/A	One (1) Telephone	300	N/A
N/A	Six (6) 2L Erlenmeyer Flasks	300	N/A
N/A	One (1) 1.5L Erlenmeyer Flasks	300	N/A
N/A	Two (2) 500mL Reagent Bottles	300	N/A
N/A	Watch Glasses of Varying Sizes	300	N/A
N/A	Twenty Four (24) Glass Bottle Containers of Varying Size	300	N/A
N/A	Two (2) Marble Buret Stands	300	N/A
N/A	Fourteen (14) Calipers	300	N/A
N/A	Nine (9) Dessicant Plates	300	N/A
N/A	Ground Glass Stop Corks	300	N/A
N/A	Seventeen (17) Glass Bottle Containers with Stoppers	300	N/A
N/A	Seven (7) Containers Bottles of Various	300	N/A
N/A	Miscellaneous Glass Stoppers	300	N/A
N/A	Two (2) Large Plastic Funnels	300	N/A
N/A	Two (2) Large Glass Funnels	300	N/A
N/A	One (1) Small Glass Funnel	300	N/A
N/A	Bag of Glass Tubing 'Y' Connectors	300	N/A
N/A	Twenty Three (23) Various Glass Container Bottles	300	N/A
N/A	One (1) Large Plastic Funnel	300	N/A
N/A	10mL Class "A" Buret	300	N/A
N/A	Buret Class "A"	300	N/A
N/A	25mL Buret "A"	300	N/A
N/A	100mL Repipet Dispenser	300	N/A
N/A	Twelve (12) 50mL Volumetric Pipets	300	N/A
N/A	Repipet Solution Reservoir	300	N/A
N/A	Seventy One (71) 500mL Round Bottom Flasks	300	N/A
N/A	Test Tubes of Varying Size	300	N/A
N/A	10mL Repipet Dispenser	300	N/A

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHANGE ORDER #1 TO HM CONSTRUCTION, INC. FOR
THE HORTICULTURE MODULAR BUILDING
FOUNDATION AND SITE WORK PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On February 7, 2018 the Board approved a construction contract with HM Construction, Inc. for the Horticulture Modular Building Foundation and Site Work Project. This contractor’s scope is now complete and Board approval is requested for deductive Change Order #1 in the amount of (\$7,380.00) for the portion of the Owner’s Allowance not used during construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$7,380) 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

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO HM CONSTRUCTION, INC. FOR
THE HORTICULTURE MODULAR BUILDING
FOUNDATION AND SITE WORK PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

Original Contract Sum	\$ 149,399.00
Prior Change Orders	\$ 0.00
Change Order #1	<u>\$ (7,380.00)</u>
New Contract Amount	\$ 142,019.00

The Board is asked to approve deductive Change Order #1 to HM Construction, Inc. in the amount of (\$7,380.00).

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



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189

Change Order # 1
 Project No.: 18-008
 Date: 4/17/2019

DSA File No. : 48-C1
 DSA Number: 02-114923

Project: Horticulture Modular Building Foundation and
 Site Work Project
 4000 Suisun Valley Road
 Fairfield CA 94534

To: HM Construction, Inc.
 2129 Drake Lane
 Hercules CA 94547

The Contract is Changed as Follows:

CPE #	Description	Amount	Days Added
01	Credit back for unused Owner Allowance	\$ (7,380.00)	0
TOTAL COST OF CHANGE ORDER		\$ (7,380.00)	

Original Contract Sum:	\$ 149,399.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 149,399.00
Original Contract Sum will be Increased by This Change Order:	\$ (7,380.00)
The New Contract Sum Including This Change Order Will Be:	\$ 142,019.00

The Original Contract Completion Date is:	-
Contract Time Will be Changed by This Change Order:	0
The date of substantial completion as of the of this change order is:	-

CONTRACTOR: _____
 Hocine Merzouk
 President
 HM Construction, Inc.

Date: _____

OWNER: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE HORTICULTURE MODULAR BUILDING FOUNDATION AND SITE WORK PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Pavement Rehabilitation Project Notice of Completion. On February 7, 2018, the Board awarded HM Construction, Inc. a contract for the Horticulture Modular Building Foundation and Site Work Project. The scope of work includes construction of a concrete foundation, utility connections, and necessary preparatory work for the installation of a pre-manufactured modular restroom building for Building 1000 on the District’s Fairfield campus.

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$0
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond

Vice President, Finance & Administration
VICE PRESIDENT APPROVAL

April 5, 2019
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
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: 4/17/19
 7. The Project Name is: Horticulture Modular Building Foundation and Site Work Project
 8. DSA Number (if applicable): 02-114923
 9. The contractor for such work of modernization is: HM Construction, Inc.
 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: 2/7/18
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 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: Construction of a foundation, utility connection and preparatory work for the installation of a modular restroom building.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager _____ Lucky Lofton

("President," "Owner," "Manager," etc.)

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

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

Executed on _____, at Fairfield, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO ARTHULIA, INC. FOR
CONSTRUCTION SERVICES FOR THE BUILDING 1900
OFFICE RENOVATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Arthulia, Inc., for the Building 1900 Office Renovation Project. The scope of work includes select demolition and renovation of an existing storage space located in Building 1900 to be converted into two offices for the Executive Bonds Manager and Project Manager.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$38,000.00 Redevelopment 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

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(l)
MEETING DATE April 17, 2019

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARTHULIA, INC. FOR
CONSTRUCTION SERVICES FOR THE BUILDING 1900
OFFICE RENOVATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Arthulia, Inc., a contractor on the District's UPCCAA Pre-Approved Contractor list. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Arthulia, Inc. in the amount of \$38,000.00.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO VISIONS
MANAGEMENT FOR PROFESSIONAL MOVE
MANAGEMENT AND MOVE SERVICES FOR THE
SCIENCE BUILDING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On November 7, 2018, the Board approved a contract to Visions Management for Move Management and Move Services for the Fairfield Science Building Project. At this time, Board approval is requested for Amendment #1 to the Visions Management contract. This amendment is for additional labor required to complete a more extensive inventory of existing furniture and equipment in B300 than was originally anticipated.

CONTINUED ON THE NEXT PART

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$15,862.50 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO VISIONS
MANAGEMENT FOR PROFESSIONAL MOVE
MANAGEMENT AND MOVE SERVICES FOR THE
SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Visions Management proposal for these additional services was evaluated and found to be appropriate for the additional work.

Contract Summary

\$110,195.00 Original Contract Amount

\$ 15,862.50 Proposed Amendment #1

\$126,057.50 New Contract Amount, including Amendment #1

The Board is asked to approve this contract Amendment #1 to Visions Management in the amount of \$15,862.50. Visions Management's new contract amount will be \$126,057.50

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

AMENDMENT TO AGREEMENT

PARTIES

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Visions Management** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 7, 2018, for services related to Fairfield Science Building Project;

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge additional efforts required to complete the Building 300 existing furniture and equipment inventory;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section 3 first paragraph of the Agreement is amended to read in its entirety: **"Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Twenty Six Fifty Seven and 50/100 Dollars (\$126,057.50), which includes the original contract amount of \$110,195.00 and Amendment 1 amount of \$15,862.50."
2. Exhibit A, Inventory Services, item B is amended to read in its entirety: "Development of an Inventory/Move Matrix of Building 300 for District's use. Items to be inventoried include, but are not limited to the following: tables, chairs, desks, bookshelves, filing cabinets, storage cabinets, refrigerators, equipment, whiteboards, miscellaneous furniture and equipment, and contents within and on drawers, cabinets, and open shelves,
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2019

Dated: _____, 2019

SOLANO COMMUNITY COLLEGE DISTRICT

VISIONS MANAGEMENT

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: Members of the Governing Board

SUBJECT: AMENDMENT #2 TO FACILITIES PLANNING AND CONSULTING SERVICES FOR THE LIBRARY/ LEARNING RESOURCE CENTER PROJECT (BUILDING 100 REPLACEMENT)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On December 20, 2017, the Board approved a professional services contract to Facilities Planning and Consulting Services for project management advisory services for the Library/Learning Resource Center Project (Building 100 Replacement) at the Fairfield Campus. The scope of work of this contract includes advisory services through the preliminary plan and working drawings phases and liaison to the Chancellor’s Office to ensure proper paperwork is submitted for this partially State funded project. On February 21, 2018, the Board approved Amendment 1 to

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: Provide new instructional space and update equipment

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$4,900 State Funding</i>
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT #2 TO FACILITIES PLANNING AND
CONSULTING SERVICES FOR THE LIBRARY/
LEARNING RESOURCE CENTER PROJECT (BUILDING
100 REPLACEMENT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

increase the contract amount by \$7,000. The original contract allowed for 40 hours of consulting time, and Amendment #1 allowed for 40 additional hours of consulting time, which has been nearly exhausted. It has been determined that more consulting time will be needed for the assistance needed. This proposed Amendment #2 is for up to another 28 hours of consulting time.

Contract Summary:

\$ 7,000.00 Original Contract

\$ 7,000.00 Previously Approved Amendments (1)

\$ 4,900.00 Proposed Amendment #2

\$18,900.00 New Contract Amount if Amendment #2 is Approved

The Governing Board is asked to approve Amendment #2 to Facilities Planning and Consulting Services in an amount not to exceed \$4,900.

AMENDMENT #2 TO AGREEMENT

PARTIES

This second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Facilities Planning and Consulting Services** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 20, 2017, for services related to **Library/Learning Resource Center Project (Building 100 Replacement)** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on February 21, 2018: and

WHEREAS, District and Consultant desire to amend the Agreement to provide additional hours of Project Management Advisory Services,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section 3 of the Agreement is amended to read in its entirety:
"3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighteen Thousand Nine Hundred Dollars (\$18,900). District shall pay Consultant according to the following terms and conditions:"

 No changes to Sections 3.1, 3.2, and 3.3.
2. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
3. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2019

Dated: _____, 2019

SOLANO COMMUNITY COLLEGE DISTRICT

FACILITIES PLANNING AND CONSULTING SERVICES

By: _____

By: _____

Print Name: Lucky Lofton
Title: Executive Bonds Manager

Print Name: Eric Mittlestead
Print Title: Owner

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF ARCHITECTURAL CONSULTING
SERVICES POOL OF FIRMS

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

On August 20, 2014, the Board approved a pool of Architectural consulting firms to provide professional design services, and other related services for capital improvement projects. It is time to renew this pool, and Board approval is requested to approve the new pool of firms.

A Request for Qualifications was issued on January 30, 2019 and on March 1, 2019 the District received twenty-seven responses. The Evaluation Committee reviewed, evaluated, and ranked

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: APPROVAL OF ARCHITECTURAL CONSULTING SERVICES POOL OF FIRMS

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

each submittal. The Evaluation Committee recommends that the following firms be placed in a pool of prequalified architectural consulting firms (being placed in the pool is not a guarantee of work):

Aedis Architects	JK Architecture Engineering
CA Archhitects	Lionakis
DLR Group/Kwan Henmi	Madi Group, Inc.
Dreyfuss + Blackford Architecture	Noll & Tam Architects
HGA	Smith Group
HMR Architects	tBP Architecture, Inc.

The District's standard architectural consulting services contract was accepted by all twelve firms. Project specific agreements will be brought back to the Board for approval.

The Board is asked to approve the new pool of architectural firms: Aedis Architects, CA Architects, DLR Group/Kwan Henmi, Dreyfuss + Blackford Architecture, HGA, HMR Architects, JK Architecture Engineering, Lionakis, Madi Group, Inc., Noll & Tam Architects, Smith Group, tBP/Architecture, Inc.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF CONSTRUCTION MANAGEMENT
CONSULTING SERVICES POOL OF FIRMS

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In 2013, the Board approved a pool of construction management consulting firms to provide construction management services, and other related services for capital improvement projects. It is time to renew this pool, and Board approval is requested to approve the new pool of firms.

A Request for Qualifications was issued in February 7, 2019 and on March 8, 2019 the District received seven responses. The Evaluation Committee reviewed, evaluated, and ranked each

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy:	Estimated Fiscal Impact: None
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

April 5, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONSTRUCTION MANAGEMENT
CONSULTING SERVICES POOL OF FIRMS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

submittal. The Evaluation Committee recommends that the following firms be placed in a pool of prequalified construction management consulting firms (being placed in the pool is not a guarantee of work):

- Cordoba Corporation
- Cumming
- JGM+CBMG
- Kitchell CEM
- Swinerton Management & Consulting
- Vanir

The District's standard construction management consulting services contract was accepted by all six firms. Project specific agreements will be brought back to the Board for approval.

The Board is asked to approve the new pool of firms: Cordoba Corporation, Cumming, JGM+CBMG, Kitchell CEM, Swinerton Management & Consulting, and Vanir.

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE FAIRFIELD SCIENCE BUILDING
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Fairfield Science Building Project Notice of Completion. On November 16, 2016, the Board awarded DPR Construction a design build contract for the Fairfield Science Building Project. The scope of work included design and construction of a new Science building and related work.

The work on this project is complete, and at this time the District gives notice and certifies that:

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 9, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
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: 4/17/19
 7. The Project Name is: Fairfield Science Building Project
 8. DSA Number (if applicable): 02-115858
 9. The contractor for such work of modernization is: DPR Construction
 10. The name of the contractor's Surety Co. is: Liberty Mutual Insurance Company
 11. The date of contract between the contractor and the above owner is: 11/16/16
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 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: Construction of a new Science Building and related work.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

("President," "Owner," "Manager," etc.)

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

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

Executed on _____, at Fairfield, California.
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS
SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

During the Spring 2019 semester in the months of March and April, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

April 5, 2019

DATE SUBMITTED TO

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

April 17, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring 2019 semester in the months of March and April, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

CONSENT ITEM

MATH 311 & MATH 312 addition of Catalog Description Language. "Enrollment in the course may occur as a result of the recommendation of a counselor or math instructor based on a Multiple Measures Evaluation." HORT 301A, 301B, 301C, 301D, and 301E correction to units and hours
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ACTION ITEM

None

NEW COURSE

Course
ASL 055 Interpreting 1: Consecutive Interpreting
ASL 056 Interpreting 2: Simultaneous Interpreting

COURSE MODIFICATION

Course	Modification
ASL 001 American Sign Language 1	GE, SLO, DE
MATH 031 Business Calculus II ASL 005 American Deaf Culture	GE, DE
MATH 004 Precalculus and Trigonometry	SLOs, Requisites
MATH 030 Business Calculus I	Title, Course Description, Division Planning, Hours, Course Objectives, C-ID, Requisites, Methods of Instruction, Content, Textbooks
PHOT 032 Digital Imaging 1	Number, Title, Course Description, Division Planning, Course Objectives, Class Max (25 to 24), Transferability, SLOs, Requisites, Content, Textbooks
SOC 040 Sociology of the Family	Course Description, Division Planning, Course Objectives, C-ID, GE, Content, Textbooks
MATH 103 Plane Geometry	Requisites

COURSE INACTIVATION

Course
ACR 100 Air Conditioning and Refrigeration
ACR 101 Air Conditioning and Refrigeration
WELD 100 Introduction to Welding

CURRICULUM REVIEW

Course	
None	

NEW PROGRAM

Program
Automation Technician – Certificate of Achievement
Automation Technology – A.S.
Elementary Teacher Education – AA-T
Maintenance Technician – Certificate of Achievement

PROGRAM MODIFICATION

Program	Modification
Sociology A.A.-T	Courses, PLOs
Psychology A.A.	Courses
Social Justice Studies A.A.-T	Courses

PROGRAM INACTIVATION

Program
None

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: REVISED CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE AND
ADVENTIST HEALTH, VALLEJO, CALIFORNIA

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY: A revised clinical experience agreement between Solano Community College District and Adventist Health, Vallejo, 525 Oregon Street, Vallejo, California 94590, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a mental health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. An agreement was approved on August 15, 2018, but not signed by the Hospital who requested revisions. A copy of the Agreement will be available in the Office of the Superintendent/President, in the Office of the Dean of the School of Health Sciences, and in the offices of Adventist Health, Vallejo, 525 Oregon Street, Vallejo, California 94590.

STUDENT SUCCESS IMPACT:

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

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: NONE

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

PRESENTER'S NAME
Daniel Bridges, Interim Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108
TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL
April 5, 2019

April 17, 2019
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Adventist Health Vallejo

Clinical Experience Agreement

This Agreement is between St. Helena Hospital d/b/a Adventist Health Vallejo, a California not for profit religious corporation (hereinafter referred to as a Hospital and Solano Community College (hereinafter referred to as a School). Hospital and School are collectively referred to as "Parties" and individually as "Party."

WHEREAS, the Hospital is willing under certain conditions to allow the School to utilize facilities of the Center for Behavioral Health for clinical experiences in behavioral health for students enrolled in the Solano Community College Nursing Department, working toward an associate or baccalaureate degree in nursing (including instructors or faculty affiliated with the School); and

WHEREAS the School wishes to utilize the facilities of the Center for Behavioral Health for student clinical experiences in areas of behavioral health for its students enrolled in Solano Community College Nursing Department who are working toward an associate or baccalaureate degree in nursing;

Now, therefore, the parties agree as follows:

Article I. **Purpose of Affiliation**

To provide clinical experiences in behavioral health for students enrolled in the Solano Community College Nursing Department for an associate or baccalaureate degree in nursing.

Article II. **Responsibilities of School**

The School shall:

1. Plan, develop, implement and evaluate the program nursing clinical experiences at the Hospital.
2. Provide qualified faculty (in a number to be agreed upon between the School and the Hospital), who will be responsible for the assignment, guidance, instruction, supervision and evaluation of all student experiences provided at the Hospital unless otherwise specifically arranged; and to identify a School liaison to collaborate with designed Hospital liaison to make plans for practice and/or observational nursing experiences.
3. Provide students who are properly enrolled in the School's nursing program for clinical affiliation at the Hospital, including the testing and selection of all such students, and orientation to the Hospital as requested.

4. Require that each student involved in the clinical affiliation must
 - Provide evidence of current CPR (Cardio Pulmonary Resuscitation) certification
 - Complete a background check and be cleared to provide one-to-one patient care and complete a drug screen prior to beginning clinical experiences, providing evidence of background check and drug screen upon request by the Hospital (costs to be borne by the student)
 - Present medical certification as required by Hospital, such as students are immune from Rubella, have had a timely negative TB test or chest X-ray, and have undergone a physical examination within the year immediately prior to beginning the clinical affiliation
 - Provide own transportation to and from the Hospital
 - Pay for meals eaten at the Hospital cafeteria
 - Assume responsibility for personal illness other than emergencies arising at the Hospital in which case an ambulance shall be called as indicated to transport the student to the nearest Emergency Department. The Hospital shall not be obligated to furnish any other medical or surgical service to any student (e.g., there is no Emergency Department at the Hospital).
 - Abide by policies for dress, performance, and personal conduct as determined by the Hospital and by the School including the wearing of an approved picture ID Badge at all times when in the Hospital. Students may be required to participate in the Hospital's performance improvement plan.
5. Assume responsibility for ascertaining that student and faculty health status and physical condition are in conformance with the Hospital's health requirements. The School further agrees to assume full responsibility for instructing faculty and students prior to the start of clinical experiences in all applicable State or Federal mandated topics affecting healthcare providers including, but not necessarily limited to, Hazardous materials handling and disposal, blood-borne pathogens, and Universal (Standard) Precautions.
 - Reserve the right to discontinue the assignment of any student at any time during the period of this Agreement.
 - Withdrawal of Students. Hospital may request School to withdraw from the Program any student who Hospital determines is not performing satisfactorily, or who refuses to follow Hospital's administrative policies, procedures, rules, and regulation. Such request must be in writing and must include a statement as to the reason or reasons why Hospital desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. Hospital reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

- Notify faculty and clinical affiliation students that they must obtain prior written approval from the Hospital in order to obtain and/or to publish any material (including photographs, videos, audio recordings) relating to their clinical experience with the Hospital.
6. Provide to the Hospital the names and phone number of student(s) in each clinical experience, names and phone numbers of instructors who are assigned to the Hospital, along with information regarding the need for orientation of new instructors at least one (1) month prior to the start of the clinical experience.
 7. Plan with Hospital liaison and mutually agree upon the scheduling of students for clinical experiences at least ten (10) days in advance of the start of the clinical experience at the Hospital; keeping appropriate Hospital supervisory personnel informed of the schedules of students assigned to the area and to consult with designated Hospital personnel regarding student assignments.
 8. Require all students and instructors to abide by all policies, procedures, rules and regulations of Hospital and to refrain from representing themselves as agents or employees of the Hospital, and to follow any direction or decision rendered by the proper Hospital personnel (e.g., in all emergency situations requiring immediate solution to resolve the situation in favor of the patient, placing the student in the position of an observer with subsequent clarification to follow between instructor and the Hospital representative).
 9. May require the School to relieve a faculty member whose behavior, competency, or other conditions are, in the Hospital's opinion detrimental to the operation of the Hospital and/or to the proper rendering of quality care to the Hospital's patients.
 10. To assume full responsibility for cost or replacement of equipment and/or property that is broken or damaged due to negligence on the part of the School's students or faculty.

Article III.
Responsibilities of Hospital

The Hospital shall:

1. Accept a specified number of students for participation in the clinical experience, to be determined at the sole discretion of the Hospital dependent upon the Hospital's space, patient population, appropriate supervisory staff, and any other considerations reasonably related to the furnishing of quality care by the Hospital to its patients.
2. Provide adequate conference room or teaching space for the instructors and students.
3. Provide clinical educational experiences and opportunities in accordance with the objectives of the clinical affiliation as mutually agreed upon by the Hospital and School.
4. Provide students and instructors use of the cafeteria facilities in the Hospital.

5. Provide instructions for accessing Policy/Procedure Manuals (available electronically and in hard copy in one location in the Hospital).
6. Identify a liaison officer between Hospital and School.
7. Participate in concurrent and final evaluation of students' clinical experiences as indicated and/or as requested.
8. Provide supervisory staff and personnel as mutually agreed upon between the Hospital and the School.
9. Stipulate that the students and/or instructors will not take the place of employees of the Hospital.
10. Reserve the right to remove temporarily, or permanently, from the clinical experience at the sole discretion of Hospital, any student found to be in violation of Hospital policy, rules and regulations, or who does not meet the Hospital's expectations with regard to appropriate dress, behavior, health practices, or who poses an immediate hazard to or disruption of patient care, or who appears to be under the influence of drugs, alcoholic beverages, or other chemicals. The Hospital agrees to notify the School in writing of any such action.
11. Retain professional and administrative responsibility for the services rendered pursuant to this Agreement and in accordance with applicable State and Federal law. The Hospital's retention of these responsibilities shall not be construed to alter or modify in any way the indemnification, insurance, or independent School provisions set forth herein. Students and instructors, as participants in clinical experiences, will not replace Hospital staff.

Article IV.
Insurance or Self-Insurance Program

Throughout the term of this Agreement both parties, the School and the Hospital, shall maintain, at each party's sole cost and expense, policies of insurance or self-insurance providing coverage for general liability and professional liability in the minimum amount of \$1 million per occurrence, \$3 million annual aggregate, as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement. In the event students are not required to maintain personal professional liability insurance, the School shall assume full responsibility for including such students as covered individuals within its policy of insurance or self-insurance. The School shall provide evidence of all policies of insurance or self-insurance required in the Agreement by certificates provided to the Hospital prior to the effective date of this Agreement.

- The School agrees to maintain workers' compensation insurance covering all personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. The School shall assume full responsibility for either covering students under its workers' compensation insurance policy or requiring each student to arrange for their own health insurance when not provided by the School.

- In the event students or faculty are required to use personal automobiles in the course of the clinical experience which is the subject of this Agreement, the School agrees to furnish evidence of such business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) for its students and/or instructors with a combined single limit of no less than \$1 million per occurrence. In any case, patients may not be transported by students or instructors in private vehicles for any reason.
- In the event that either the School or the Hospital becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the clinical affiliation, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident and the addresses of available witnesses. Subject to the terms of the respective professional liability/malpractice coverages/self-insurance program, each of the parties hereto shall cooperate with each other and in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

Article V.
Indemnification/Hold Harmless

Each party, the School and its employees, agents, instructors, and students, and the Hospital and its employees and agents, shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement.

- Each party, the School and the Hospital, agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses, and attorney fees to which the other party may be put arising out of each party's negligent acts and omissions during the performance of this Agreement.
- It is agreed that neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release the School from the obligation to indemnify the Hospital as to any claim or cause of action which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

Article VI.
Relationship of Parties

It is understood by the parties that the School is independent with respect to the Hospital and that students and instructors are not employees of the Hospital. The Hospital will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the School. The students and instructors shall be responsible for own health, travel,

automobile, equipment, property, and errors and omissions related to the services provided hereunder.

Article VII.
Medical Records

No student or faculty shall have access to, or have the right to review, any medical record or patient information, except where necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students or faculty of any patient

Information of a personal nature, medical or otherwise, obtained in the regular course of the program is strictly forbidden except as a necessary part of the clinical experience.

Article VIII.
Confidentiality

The School recognizes that the Hospital has and will have confidential information pertaining to patients, hard copies and computer information as well as other information, which are valuable, special and unique assets of the Hospital. The School agrees that the School and its faculty and students will not at any time or in any manner, either directly or indirectly, use any information for the School's own benefit, or divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the Hospital and will conform to all provisions of HIPAA Privacy and Security Rules. The School and its faculty and students will protect the information and treat it as strictly confidential. The School assumes responsibility and liability if copies of or information contained in records is inappropriately disclosed.

The School agrees, during or after the term of this Agreement, not to disclose confidential patient information or quality assurance information to any person, firm, corporation or association for any reason or purpose whatsoever. Breach of this provision by the School will result in immediate termination of this Agreement and will result in the Hospital seeking full remedies available to it for such breach, including recovery of damages from the School. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of the Agreement.

- The School will promptly report to the Hospital any use or disclosures, of which the School becomes aware, of Protected Health Information in violation of HIPAA or other confidentiality regulations.

Article IX
Return of Records

No records or materials shall be removed from the Center for Health and/or St. Helena Hospital. Upon termination of the Agreement, School shall return to Entity all records including Entity business records, medical records, or manuals that are in the School's possession or under School's control, if any exist.

Article X.
Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

Hospital

St. Helena Hospital
d/b/a Adventist Health Vallejo
Steve Herber, MD
President
525 Oregon Street
Vallejo, CA 94590

School

Solano Community College Registered Nursing Program
Attn: Erin Craig, MS, RN, CNS-BC, MHNP-
BC, Director of Nursing
Address: 4000 Suisun Valley Road, Fairfield, California
94534
Phone: (707) 864-7108

Either party may change its mailing address by sending notice of a new address to the other party pursuant to this Section.

Article XI.
Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Article XII.
Waiver of Contractual Right

The failure or either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

No failure by either party to insist upon the strict performance of any covenant, term, or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and with respect to any other existing or subsequent breach.

Article XIII.
Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.

Article XIV.
Nondiscrimination

The Parties agree not to unlawfully discriminate in the care of any patient pursuant to this Agreement because of race, color, national origin, religion, gender, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship within the limits imposed by law.

Article XV.
Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

Article XVI.
Code of Conduct

School hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit A** (the CODE), and agrees that School has been given ample opportunity to read, review and understand the Code. With respect to School's business dealings with Hospital and Practitioner's performance of the Services described in this Agreement, School shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code.

School shall comply with the Code as it relates to School's business relationship with Hospital or any Adventist Health affiliates, subsidiaries, employees, agents, services, officers, directors, Schools and suppliers of every kind.

Article XVII.
Additional Provisions

- Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or other persons other than the parties hereto.
- Neither party of the Agreement shall be obligated to pay any monetary compensation to the other except in specific instances where other provisions are made, are mutually satisfactory to the Hospital and the School, and are delineated in writing.
- This Agreement may not be assigned by either party without the express written consent of the other.
- Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such words, symbols, trademarks, service marks or other devices in advertising, promotional materials, or otherwise and that it will not advertise or display such devices without the prior written consent of the other party, and will cease any and all such usage immediately upon termination of the Agreement. In addition, each party agrees that any such signs, displays, literature, or material furnished by the other part remain the property of the party originally owning it and shall be returned to it upon demand or the termination of this Agreement.
- All services related to the obligations outlined in this agreement are provided in accordance with the standards of The Joint Commission.
- The validity, construction and effect of the Agreement are governed by the laws of the State of California.

Article XVIII.
Term of Agreement

This Agreement shall commence on April 18, 2019 and shall continue until April 19, 2021. The Agreement may be terminated by either party, with or without cause, upon a sixty (60) day advance written notice to the other party. In the event termination occurs prior to the conclusion of the current clinical experience, the Hospital will allow currently enrolled students assigned to the Hospital to complete the rotation. Prior to the end date, the Agreement may be renewed for another year by written notice to both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Solano,
State of California

St Helena Hospital d/b/a Adventist Health Vallejo

Date: _____

By: _____
Steve Herber, MD President

Solano Community College

Date: _____

By: _____
Celia Esposito-Noy, Ed.D.
Superintendent-President

Exhibit A
(the CODE)

YOUR RESPONSIBILITIES
CORPORATE COMPLIANCE PROGRAM

This program provides a standard for ethical behavior and a reporting system for notifying management of potential ethical breaches. The organization's legal board adopted the formalized compliance program, which consists of written policies, procedures, and a code of conduct designed to prevent violations of applicable laws, regulations, policies and procedures. In addition it is designed to detect and correct violations, should they occur.

You may find the entire compliance program on Adventist Health's Roseville Connect Intranet page at: <https://connect.ah.org/portal/site/admin> under the Corporate Compliance Department "Compliance Program" folder or on Adventist Health's web page under "About Us:" <https://www.adventisthealth.org/pages/about-us.aspx>.

Adventist Health is a highly regarded healthcare provider. Our reputation has been achieved through the dedication of individuals committed to quality, honesty and fairness. Each of us is responsible for continuing to protect and enhance that reputation for the future. The Adventist Health Code of Conduct is based on the biblical counsel to treat others as we would have them treat us. Great effort is taken to ensure that as officers, employees, Schools or volunteers of Adventist Health and its affiliates, we conduct ourselves with integrity in accordance with all applicable laws and ethical business standards.

The material that follows is Adventist Health's formalized Code of Conduct, which in turn is followed by a brief description of the Federal and State laws addressing false claims and whistleblower protections.

ADVENTIST HEALTH CORPORATE
CODE OF CONDUCT

Mission

Adventist Health's mission is to share God's love by providing physical, mental, and spiritual healing Adventist Health ("AH") and its Affiliates, in keeping with their mission, strive to conduct themselves in accordance with strong business ethics and in compliance with all applicable laws. This Code of Conduct is upheld through the integrity and ethical practices of our officers, employees, Schools, and agents.

To maintain its standards in an increasingly regulated business environment, AH has established this formal Code of Conduct, which provides general guidelines on how AH and its Affiliates will conduct business. As such, this Code of Conduct governs the conduct of *all* employees and Schools of AH and its Affiliates. Knowledge of and adherence to these standards allows AH to continue serving its patients and communities in a professional, caring, and ethical manner.

Compliance with Laws

AH policy requires AH and its Affiliates, officers, directors, employees, Schools, and agents to comply with all applicable laws, including Federal and State health care program requirements. Failure to do so exposes AH organizations' officers, directors, employees, Schools, and agents to possible sanctions, monetary penalties, criminal prosecution and other disciplinary actions. When the application of a law is uncertain, AH or its Affiliates will seek appropriate guidance.

Reporting of Violations

AH and its Affiliates support and encourage any officer, director, employee, School, or agent to maintain individual responsibility for monitoring and reporting any activity that appears to violate any applicable laws, rules, regulations, policies and procedures, or this Code of Conduct. In order to provide every avenue possible in which to raise their concerns, AH and its Affiliates have established a confidential reporting mechanism that includes anonymous reporting if the person making the report so desires. Using this mechanism does not, however, relieve any individual of their other obligation to utilize the organization's grievance and arbitration procedures, if the matter is covered by such a procedure.

Anyone who becomes aware of a violation of any Laws, including Federal and State health care program requirements, company policies and procedures, the AH Corporate Compliance Program, or this Code of Conduct is expected to report the improper conduct. This reporting can be accomplished either verbally or in writing through a supervisor, the local compliance officer, compliance report form, hotline, (888) 366-3833, or the AH Corporate Compliance Officer, (877) 336-3566. The local compliance officer, with assistance from the AH Corporate Compliance Department, will investigate all reports and ensure that proper follow-up actions are taken. AH policy prohibits any organization or individual from retaliating against a person who makes a complete and accurate report in good faith.

It is the policy of AH and its Affiliates that employees shall not be punished for reporting what they reasonably believed to be an act of wrongdoing or a violation of the AH Corporate Compliance Program.

However, an employee will be subject to disciplinary action if their employer reasonably concludes that the report of wrong doing was knowingly fabricated by the employee or was knowingly distorted, exaggerated or minimized to either injure someone else or to protect or benefit the reporting employee.

Conflicts of Interest

AH and its Affiliates require officers, directors, employees, Schools, and agents to exercise individual loyalty to AH in fulfilling their responsibilities. These individuals must avoid any situation where a conflict of interest exists or might appear to exist between their personal interests and those of AH or its Affiliates. The *appearance* of a conflict may be as serious as an *actual* conflict of interest. If a conflict of interest exists or appears to exist, the individual must follow the conflict of interest procedures adopted by the AH organization, a copy of which is available.

Examples of Applicable Laws

Although it is not practical to list all laws, including Federal and State health care program requirements, to which AH and its Affiliates are subject, the following are examples of the more common laws subject to this Code of Conduct.

Patient Admission and Transfer

Admission to an AH Hospital should be based strictly upon medical necessity. Only an appropriately licensed person should determine whether to admit a patient to an AH Hospital. AH management should ensure that Hospital personnel and medical staff members are never pressured to admit patients inappropriately and that patients are admitted only on the basis of medical need.

A patient should not be transferred from an AH Hospital if such transfer threatens the patient's health or is in violation of law. If applicable, each AH Hospital shall adopt patient transfer protocols.

Payment for Referral

AH and its Affiliates do not offer, pay or receive payments in exchange for the referral of a patient or other business. AH and its Affiliates only pay people or entities for actual items or services provided to the organization or community. AH and its Affiliates do not offer or provide illegal benefits, whether cash or non-cash, to any physician or health professional.

Accuracy in Billing

AH and its Affiliates are committed to prepare and submit accurate claims for medically necessary services rendered. All bills must be accurate and conform to federal and state laws and regulations.

Marketing Activities

AH and its Affiliates must comply with all state and federal requirements regarding marketing.

Political Activities

Although officers, directors, employees, Schools, and agents are encouraged to participate freely and actively in the political process, they should ensure that their political activities are lawful and separate from their activities as an employee or School of AH or AH Affiliate. Personal political activities must not unreasonably interfere with the individual's ability to perform his or her duties for the AH organization, and must be consistent with applicable laws, rules, regulations and the policies set forth in this Code of Conduct.

Patient Rights Laws

AH and its Affiliates are committed to abiding by all applicable laws, rules and regulations regarding and protecting their patients' rights, including confidentiality and other rights.

YOUR RESPONSIBILITIES FEDERAL AND STATE FALSE CLAIMS ACTS

Federal and state false claims acts prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval, or knowingly making or using, or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved.

The penalties for violating the federal or state false claims acts include:

- Civil monetary penalties of up to \$10,000 for each false claim submitted;
- Three times the amount of damages which the government sustains because of the false claim made.
- The costs of the legal action brought to recover for the false claim.

A private citizen may file suit under the federal mid-state false claims acts on behalf of the government if the citizen has direct and independent knowledge of the submission of a false claim. The government will then decide whether to intervene and take over the case, dismiss or settle the case, or let the private individual pursue the case on his or her own. In either case, the person who initially filed the case may receive a portion of the amount recovered in either litigation or settlement of the claim.

Your local compliance officer can provide more detailed information regarding the federal and state false claims acts.

YOUR RESPONSIBILITIES WHISTLE BLOWER PROTECTIONS

Both the federal and state false claims acts prohibit employers from retaliating or discriminating against an employee who, acting in good faith, investigates, reports, or assists in uncovering a false claim or statement.

An employee who suffers discrimination or retaliation based on protected activities has the right to sue under the both the federal and state false claims acts. If the employee can prove that his or her employer retaliated against him or her for engaging in protected activity, the employee is entitled to be "made whole."

The remedies may include:

- reinstatement of the employee to his or her position,
- two times the amount of back pay,
- interest on the back pay, and
- compensation for any special damages (including litigation costs and reasonable attorneys' fees).

As noted above, it is the policy of Adventist Health and its affiliates that no employee shall be punished solely on the basis that he or she reported what he or she reasonably believed to be an act of wrongdoing or a violation of the Adventist Health Corporate Compliance Program.

**YOUR LOCAL COMPLIANCE OFFICER CAN PROVIDE MORE DETAILED
INFORMATION REGARDING THE PROTECTIONS AFFORDED EMPLOYEES
UNDER THE FEDERAL AND STATE FALSE CLAIMS ACTS.**

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Student Health Services Contract between the County of Solano and Solano Community College. The County agrees to provide Public Health Nursing Staff for the administration and operation of the Student Health Center for the college. This contract will be in effect from June 01, 2019 through May 31, 2020.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	\$271,310.90.00
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Gregory S. Brown
 Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

April 05, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 17, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

EXHIBIT A
SCOPE OF WORK

1. STAFFING REQUIREMENTS; FINANCIAL AGREEMENTS; HOURS OF OPERATION

- A. The County shall provide a public health nurse (“PHN”) and a PHN, Senior (SR.) for the administration and operation of the Student Health Center for Solano Community College, (“College”). The PHN and PHN, SR. will be selected at the discretion of the County, and will be a regular employee of the County of Solano.
 - 1. Other County personnel assigned to the Student Health Center to maintain coverage and/or participate in special projects as needed.
 - 2. The County may assign nursing students to clinical placement in the Student Health Center under the oversight and supervision of the County PHN/PHN SR.
- B. County will provide a Health Assistant (HA) for a minimum of 40 hours per week to provide clerical assistance and to perform information, reception and medical record functions under direction of the PHN.
- C. County shall be responsible for the evaluation of staff performance. College shall participate in the evaluation of the PHN’s and HA’s work in the development and operation of the Student Health Center.
- D. Daily operational hours of the Student Health Center shall be maintained as outlined in Exhibit B to meet the needs of the College and the student population. The usual work week may be a combination of day and evening hours not to exceed 40 hours per week without advance approval from the College. The schedule may provide for some day and/or evening hours and outreach services at community sites. If additional Student Health Services hours are requested and approved in writing by the College, College will reimburse County for actual costs. County will not be required to provide staffing coverage for illness or other leave. However, County will make its best efforts to provide staff.
- E. College will pay conference fees and associated travel costs for the PHN to attend the annual Health Services Association of California Colleges Conference and/or other trainings focused on improving the health and welfare of students on campus. Approval by PHN SR. is also required.
- F. The College will pay CLIA waiver fees as required every two years allowing Student Health Center staff to perform screening tests involving human specimens, including urinalysis, rapid strep test, blood glucose/iron deficiency tests, and pregnancy test.

2. SCOPE OF STUDENT HEALTH SERVICES PROGRAM

- A. The County shall assist the College Student Health Center in promoting an understanding of health and aid in developing sound health practices by fulfilling the following functions:
 - 1. Giving health counseling and guidance services to students. The PHN will assess health problems and compliance with treatments and assist in providing health services or obtaining health care as needed.
 - 2. Providing first aid to students who present to Student Health Center and emergency response to other on campus locations during normal Student Health Center hours of operation.
 - 3. Providing and distributing health education materials supplied by many agencies through College Health Services.

4. Providing health education and counseling on medical problems such as diabetes, heart condition, epilepsy, orthopedic, counseling concerning family planning, pregnancy, sexually transmitted diseases, etc., advising on resources available in the community.
5. Performing common screening tests, including pregnancy testing, vision, urinalysis, rapid strep test, blood pressure and blood glucose/iron deficiency testing.
6. Providing information and referral regarding communicable disease control, immunizations (there may be times a limited supply of immunizations are available and given based on need), and provide TB skin tests if indicated.
7. Obtaining and maintaining confidential health records of students.
8. Providing information and/or workshops on drug abuse prevention and AIDS awareness.
9. Setting up or operating (if possible) special health screening clinics.
10. Functioning as a liaison between College personnel and community health resources.
11. Providing health education resources to counselors, instructors and students.
12. Refer individuals with positive TB skin tests to their primary provider or the County Family Health Services Clinic. Participating in orientation classes relating to health services for new students.
13. Attending appropriate health services/college meetings as necessary.

3. SPACE, SUPPLIES, SUPPORT SERVICE, EQUIPMENT

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

Exhibit B
Solano County – Public Health Nursing
Solano Community College
Student Health Services Budget
FY 2019/20
(Summer 2019)

<u>Personnel:</u>	<u># Hours.</u>	<u>Productive Staff Hour Rate</u>	<u>Total Productive Expense</u>
Health Assistant	64	\$82.49	5,306
Public Health Nurse Senior	9.6	\$82.49	792
Public Health Nurse	64	\$82.49	5,306
Total Hours	301		
		Total Productive Salaries	\$11,404
Total Budget			\$11,403.90

- Calculation of total hours includes all instruction days and final exam days:

Semester	Days/Weeks	Hours/Day	Hours/Semester
Summer (June) 2019	4 weeks at 4 days/week = 16 days	4	64 hours
FY Total Hours			64 hours

- Sr. PHN hours calculated at 0.15 FTE
- Total Productive Expense per staff hour includes salaries, benefits, and overhead costs.
- Adjustments may be made between budget line items above, provided that any adjustment does not result in an increase to the Total Budget.

Exhibit B
Solano County – Public Health Nursing
Solano Community College
Student Health Services Budget
FY 2019/20
(Summer 2019/Fall 2019/Spring 2020)

<u>Personnel:</u>	<u># Hours.</u>	<u>Productive Staff Hour Rate</u>	<u>Total Productive Expense</u>
Health Assistant	1420	\$82.49	117,136
Public Health Nurse Senior	213	\$82.49	17,570
Public Health Nurse	1420	\$82.49	117,136
Total Hours	3053		
Total Productive Salaries			\$251,842.37
<u>Services and Supplies:</u>			
2151 Drugs and Pharmaceuticals		2800	
2153 Medical/Dental Supplies		4000	
2355 Mileage		1085	
2176 CLIA Waiver Fee		180	
Total Services and Supplies			\$8,065.00
Total Budget			\$259,907.00

- Calculation of total hours includes all instruction days and final exam days:

Semester	Days/Weeks	Hours/Day	Hours/Semester
Summer 2019	5 weeks at 4 days/week = 19 days	4	76 hours
Fall 2019	84 days	8	672 hours
Spring 2020	84 days	8	672 hours
FY Total Hours			1420 hours

- Sr. PHN hours calculated at 0.15 FTE
- Total Productive Expense per staff hour includes salaries, benefits, and overhead costs.
- CLIA Waiver is required to conduct simple screening tests involving human specimens (e.g. blood, urine) and must be renewed every 2 years. Only waived tests may be performed. Refer to CDC webpage <https://wwwn.cdc.gov/clia/Resources/WaivedTests/default.aspx>.
- Adjustments may be made between budget line items above, provided that any adjustment does not result in an increase to the Total Budget.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: VIRTUAL CLIENT FOLDER SERVICES AGREEMENT
BETWEEN PAPERCLIP AND SOLANO COMMUNITY
COLLEGE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Virtual Client Folder Services Agreement between PaperClip and Solano Community College. Virtual Client Folder will assist the Admissions and Records Office with document management, paperless processing, and document delivery solution. This agreement will be in effect from June 01, 2019 through June 01, 2020.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$29,000.00
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services
VICE PRESIDENT APPROVAL

April 05, 2019
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 17, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**PAPERCLIP VIRTUAL CLIENT FOLDER
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the "Agreement"), effective as of this [18th] day of [April], 2019 ("Effective Date"), is entered into by and between **PAPERCLIP, INC.**, a corporation having offices at One University Plaza Hackensack, NJ 07601 ("Paperclip"), and [SOLANO COMMUNITY COLLEGE] located at [4000 Suisun Valley Rd., Fairfield, CA 94534] ("Customer"). Paperclip and Customer will each be referred to as a "Party", and collectively as the "Parties."

WHEREAS, Paperclip has developed certain Subscription Services (as defined herein) that it makes available to subscribers over the Internet, and also provides related Professional Services (as defined herein) and Maintenance Services (as defined herein); and

WHEREAS, Customer desires to provide access to such Subscription Services for use by End Users (as defined herein), and to receive such Professional Services and Maintenance Services, as described herein upon the terms contained herein.

IN CONSIDERATION of the mutual covenants and undertakings contained herein, and intending to be legally bound, Paperclip and Customer agree as follows:

1. DEFINITIONS.

"Acceptance Test" shall have the meaning designated in **Section 4.4**.

"Affiliate" means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with Paperclip or Customer (as applicable). An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of this Agreement.

"Confidential Information" shall have the meaning designated in **Section 8.1**.

"Customer Data" means all data and information (a) submitted to Paperclip by Customer or by End Users, or (b) obtained, developed or produced by Paperclip or Paperclip Personnel in connection with this Agreement, and includes, without limitation, Customers' Personal Information, and information and data supplied by Customer or End Users to Paperclip. As between Paperclip and Customer, Customer shall own all Intellectual Property Rights in and to Customer Data and shall be considered Customer's Confidential Information, subject to applicable exclusions set forth in **Section 8.1**.

"Disclosing Party" shall have the meaning designated in **Section 8.2**.

"Documentation" means all documents and materials (in any language, format or medium) that are normally supplied by Paperclip to its commercial clients to receive the Subscription Services, and all modifications to such documents or materials that are made by or on behalf of Paperclip from time to time, including: (a) functional, technical, design and performance specifications, (b) installation, configuration, administration, operation and maintenance procedures and instructions, and (c) training guides and user manuals.

"End User" means users of Customer that are authorized to use the Subscription Services, as further set forth in **Appendix C**.

"Intellectual Property Rights" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, Internet domain names, e-mail address names, copyrights (including rights in computer

software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights that may subsist, in all cases in the United States.

“Maintenance Services” consists of the support and maintenance services described in **Appendix A** to be provided by Paperclip in accordance with the requirements set forth in this Agreement.

“notice” shall have the meaning designated in **Section 15**.

“Personnel” means and includes a Party’s or an Affiliate’s directors, officers, employees, associates, agents, auditors, consultants, and subcontractors.

“Professional Services” means the migration, implementation and other professional services provided by Paperclip to enable Customer Data to operate with the Subscription Services, as well as such other professional services, in all cases as set forth in a Work Order.

“Paperclip Systems” means the Subscription Services, and all computer hardware, servers, mainframes, communication lines and other equipment used by Paperclip or on Paperclip’s behalf to provide the Subscription Services.

“Personal Information” means any personal, financial or identifying information of an individual person including, without limitation, name, address, telephone numbers, sex, age, social security number, account and/or employee numbers, finances, business, health, employment, credit standing, history, political affiliations, hobbies and personal relations and any list, description or other grouping directly or indirectly derived in whole or part therefrom, in all cases pertaining to any individuals who are, or were in the past, customers, prospective customers, directors, officers, employees, prospective employees, financial professionals, shareholders, agents or representatives of Customer.

“Project Manager” shall have the meaning designated in **Section 5.1**.

“Qualified Staff Persons” shall have the meaning designated in **Section 8.2**.

“Receiving Party” shall have the meaning designated in **Section 8.2**.

“Security Program” shall have the meaning designated in **Section 8.4**.

“Service Level Standards” shall have the meaning designated in **Section 4.2**.

“Subscription Services” means the software applications, and related databases made available to Customer by Paperclip under this Agreement or otherwise used to provide the Subscription Services, including, without limitation, the Subscription Services listed in **Appendix A**, any customizations, enhancements, updates, upgrades, releases, defect corrections, and other modifications thereto.

“Termination Assistance Period” means a reasonable period of time designated by Customer during which Paperclip shall provide the Termination Assistance Services in accordance with **Section 2.4**, not to exceed ten (10) business days after such expiration or termination of this Agreement (unless otherwise agreed by Paperclip).

“Termination Assistance Services” means Paperclip’s cooperation with Customer in the transfer of Customer Data to Customer. Paperclip will be under no obligation to convert Customer Data to any format other than a format normally used by Paperclip.

“Work Order” means a transactional document for Professional Services (that may be titled “Work Order”, “Statement of Work” or “Project Schedule” and in all such cases is intended to be considered a “Work Order” for all purposes under the Agreement), together with the appendices and exhibits that may be attached thereto and/or incorporated by reference in such Work Order, the form of which is set forth in **Appendix B** hereto. Each Work Order shall be uniquely identified to facilitate identification and shall include a description of the Professional Services to be provided, the site where the Professional Services are to be provided, the milestone schedule setting forth the dates over which the Professional Services are to be performed, a description of the deliverables to be produced by Paperclip, the fees to be paid to Paperclip for the Professional Services to be provided and such other terms and conditions as the Parties may wish to include. Each Work Order, when executed by the Paperclip and Customer, shall be a separate, multi-party agreement between the Parties incorporating the terms of this Agreement.

2. TERM AND TERMINATION.

2.1 Agreement Term. This Agreement shall commence as of the Effective Date and continue for one (1) year periods unless (a) terminated in accordance with this Agreement, or (b) either Party provides written notice to the other Party not less than ninety (90) days prior to expiration of the then current term. If either Party defaults in the performance of any of its obligations (or repeatedly defaults in the performance of any of its other obligations) under this Agreement, and fails to cure the default within thirty (30) days after the non-defaulting Party’s sends a notice of the default to the defaulting Party, then the non-defaulting Party may terminate this Agreement in whole or in part as of the termination date specified in the notice. For the avoidance of doubt, termination of this Agreement pursuant to this **Section 2.1** shall also terminate all open Work Orders.

2.2 Work Orders. A Work Order will continue in effect through the later of: (a) the date the Professional Services have been accepted; or (b) the date of termination specified by either Party in accordance with the following conditions. If either Party defaults in the performance of any of its obligations (or repeatedly defaults in the performance of any of its other obligations) under this Agreement, and fails to cure the default within thirty (30) days after the non-defaulting Party’s sends a notice of the default to the defaulting Party, then the non-defaulting Party may terminate this Agreement in whole or in part as of the termination date specified in the notice. For the avoidance of doubt, notice of termination for a Work Order shall not be construed to be notice of termination for any other Work Order.

2.3 Termination for Non-Payment. If Customer fails to make payments due for Subscription Services or Professional Services (or any other amount owed by Customer to Paperclip) under this Agreement, Paperclip may immediately suspend some or all of the Subscription Services and Professional Services. Subject to **Section 6.4** herein, if Customer does not cure such default within ten (10) days of receipt of Paperclip’s notice of default, then Paperclip may terminate this Agreement and/or any open Work Order.

2.4 Renewal Termination. Either party may terminate this contract with proper notice of sixty (60) days before the end of the term.

2.5 Termination Assistance Services. Upon termination or expiration of this Agreement for any reason other than a breach by Customer and if requested by Customer during the Termination Assistance Period, Paperclip shall provide the Termination Assistance Services at the rates set forth in **Appendix C** (or if no rate is set forth therein, then at Paperclip’s then current hourly rate).

3. LICENSE.

3.1 Paperclip License. Paperclip hereby grants Customer a revocable, non-exclusive, limited license during the term of this Agreement to use and access the Subscription Services in the furtherance of Customer’s internal business purposes. Customer shall use the Subscription Services exactly in the form provided and shall not alter any software or Subscription Services. Customer shall not take any action inconsistent with Paperclip’s ownership of the Subscription Services nor exceed the scope of the license provided hereunder. Except for the

Work Order, in no event shall any shrink-wrap or any click wrap (or other electronic agreement) constitute a binding agreement hereunder, even if an End User purports to have affirmatively accepted such terms. Paperclip shall at all times retain ownership rights to the Subscription Services and any of its Intellectual Property Rights associated with the Subscription Services.

3.2 End Users. The license granted pursuant to this Agreement includes the right for Customer to permit the Subscription Services to be accessed and used by or on behalf of End User. The license granted hereunder is on a per-seat basis, and Customer will not allow such number of End Users to access the Subscription Services in excess of the number of seats purchased.

3.3 Documentation. Paperclip will make available to End Users an electronic copy of the Documentation. Paperclip will provide copies of any revisions, improvements, enhancements, modifications and updates to the Documentation.

4. SERVICES.

4.1 Access. Paperclip shall permit access to the Subscription Services by End Users via the secure password protected Paperclip System.

4.2 Service Level Standards. Paperclip shall provide the Subscription Services in accordance with the service level standards specified in **Appendix A** ("Service Level Standards").

4.3 Customer Control Over Its Data. Customer has sole control over Customer Data provided by Customer, and Service Provider must not supplement, modify or alter any Customer Data except as authorized by this Agreement.

4.4 Work Orders; Acceptance. Work Orders shall become effective only when duly signed on behalf of the Parties. After a deliverable has been made available to Customer, Customer will be entitled to test the deliverable to determine if it operates in accordance with, and otherwise conforms to, the description of such deliverable set forth in the applicable Work Order (the "Acceptance Test"). If the period or procedures for the acceptance test are not specified on the Work Order, then Customer will have five (5) days from the date the deliverable is received by Customer to conduct the Acceptance Test. If Customer determines in good faith that a deliverable does not operate substantially in accordance with the description of such deliverable set forth in the applicable Work Order, then prior to expiration of the applicable testing period Customer will provide Paperclip with a notice describing the defect. Paperclip promptly will correct (at no additional cost to Customer) the deliverable. If after Paperclip attempts to deliver a conforming deliverable and notifies Customer that it is unable to do so, then Customer may terminate the applicable Work Order in whole or in part without financial liability or obligation on the part of Customer, and Paperclip shall promptly refund all amounts paid by Customer pursuant to such Work Order for the portion terminated. If Customer terminates a Work Order in whole or in part, Customer will not be permitted to use any previously delivered deliverable if that portion of the Work Order is terminated.

5. RELATION OF PARTIES.

5.1 Project Managers and Status Reports. Each Party will designate a suitably qualified project manager (each, a "Project Manager") who will represent such Party and be responsible for assigning, scheduling and supervising such Party's Personnel.

5.2 No Joint Venture. Neither this Agreement nor Paperclip's performance of Subscription Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Customer and Paperclip; and neither Party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

6. FEES AND PAYMENT TERMS.

6.1 Service Fees. The Paperclip rates currently in effect for Subscription Services, Maintenance Services, Professional Services and Termination Assistance Services furnished pursuant to this Agreement are set forth in **Appendix C**. Such fees may be increased upon prior, written notice to Customer of not less than ninety (90) days. All prices are based on U.S. Dollars and all payments shall be made in U.S. Dollars.

6.2 Taxes. Customer shall be solely responsible for the payment of all taxes, including any interest and penalties, in connection with any payments made pursuant to this Agreement, including but not limited to any sales, use, excise, value-added taxes, consumption, and other taxes and duties assessed on the services.

6.3 Terms of Payment. Amounts arising under this Agreement shall be due from Customer upon Customer's receipt of an invoice. Each invoice shall be payable within ten (10) days after its receipt by Customer.

6.4 Disputed Invoices. In the event of any dispute over the amounts charged on an invoice, Customer will pay all undisputed amounts invoiced, will provide Paperclip with a written explanation for any disputed amounts on or before the due date and will work with Paperclip in good faith to promptly resolve such dispute. No interest or penalty (if applicable and permitted) will be accrued until such dispute is resolved and Customer is permitted a reasonable period of time (not to exceed 15 days from such resolution) to pay such resolved amount.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

7.1 Authority and Other Representations, Warranties and Covenants. Each Party represents, warrants and covenants to the other Party, as an essential part of the Agreement, that: (a) it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation; (b) it has, and shall have, all rights and authority required to enter into the Agreement and to provide or receive (as applicable) the Subscription Services contemplated by the Agreement; (c) the Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms (except as such enforcement may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, or similar laws related to or limiting creditors' rights generally or general principles of equity); (d) the execution and delivery of the Agreement and all other instruments and documents required to be executed pursuant hereto, and the consummation of the transactions contemplated hereby, do not and shall not (i) conflict with or result in a breach of any provision of its organizational documents, (ii) result in a breach of any material agreement to which it is a party, or (c) violate any law expressly required by the Agreement to be complied with or, to its knowledge, violate any other law; and (e) it shall comply in all material respects with all laws, rules and regulations to the extent applicable to each Party's respective industry, and to its performance hereunder. Customer further represents, warrants and covenants that (aa) it shall not tamper with, compromise, or attempt to circumvent any physical or electronic security or audit measures employed by Paperclip; and (bb) it has all necessary authority and permission to use, and provide Paperclip with, Customer Personal Information in connection with the Paperclip Systems.

7.2 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, EACH PARTY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING SERVICE PROVIDERS.

8. CONFIDENTIAL INFORMATION.

8.1 Defined. As used herein, a Party's "Confidential Information" means confidential or proprietary information or materials about the Party, any of its other agents or representatives or any director, officer, associate or other Personnel or agents of any of the foregoing, whether disclosed intentionally or acquired unintentionally, whether in written, electronic, visual or oral form, regardless of how transmitted, received, processed, stored, archived or maintained, and whether or not marked "confidential" or "proprietary", including, without limitation, the Subscription Services, the Documentation, Customer Data, information concerning past, present or prospective products, assets, services, systems, customers, employees, finances, books and/or records, business affairs and/or relationships, business plans, trade secrets, methods of operations, processes, distribution and/or marketing strategies and/or procedures or other internal matters, internal or external audits, lawsuits, arbitrations, mediations, investigations, regulatory actions, mergers, acquisitions, divestitures or other similar corporate plans. Customer's Confidential Information also includes Personal Information.

8.2 Obligations. The Party receiving ("Receiving Party") Confidential Information of the other Party ("Disclosing Party") will exercise all due care and will hold the Disclosing Party's Confidential Information in the strictest confidence at all times during and after the term of this Agreement. The Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement. Further, the Receiving Party may disclose the Disclosing Party's Confidential Information to the directors, officers, associates and/or employees of Receiving Party who have a need to know such information (and only to the extent necessary) in order to fulfill the purposes contemplated by this Agreement ("Qualified Staff Persons"), provided that Receiving Party has first informed such Qualified Staff Persons of the obligations imposed by this Section and remains liable at all times for the acts or omissions of its Qualified Staff Persons.

8.3 Nondisclosure. Receiving Party shall not disclose Confidential Information to any other person, including without limitation any of its subsidiaries, Affiliates, authorized subcontractors, or other agents or representatives except such persons who have a need to know such information in order to fulfill the purposes contemplated by this Agreement, including necessary hosting service providers (e.g., Microsoft Azure). Receiving Party may furnish Confidential Information to its auditors, accountants and attorneys. Any breach of confidentiality by such person shall be deemed to be a breach by Receiving Party of Receiving Party's obligations hereunder.

8.4 Information Security Program. The Internet is not a secure network. Paperclip does not assume responsibility for loss or theft of information transmitted over the Internet. As qualified by the foregoing, Paperclip shall make commercially reasonable efforts to comply with the internal controls required to meet or exceed any applicable industry standards, including but not limited to: (i) building and maintaining a reasonably secure network, systems, and applications, and (ii) tracking access (the "Security Program").

8.5 Non-confidential Information. Notwithstanding anything to the contrary herein, Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information that: (a) is or becomes publicly known (other than through unauthorized disclosure by the Receiving Party) and is available to Receiving Party without use of or reference to any of Disclosing Party's Confidential Information; (b) at the time of disclosure to Receiving Party, is already in the possession of or known to Receiving Party and is available to Receiving Party without use of or reference to any of Disclosing Party's Confidential Information and is not subject to any other confidentiality undertaking; (c) is disclosed to Receiving Party by any person or entity other than Disclosing Party having a right to do so, and is available to Receiving Party without use of or reference to any of Disclosing Party's Confidential Information and is not subject to any other confidentiality undertaking; or (d) is developed by Receiving Party without use of or reference to any Confidential Information or any other information subject to a confidentiality undertaking.

8.6 Government Disclosures. In the event that Receiving Party becomes legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, to the extent legally permitted Receiving Party will give Disclosing Party prompt written notice of such requirement, together with a

copy of such demand, to enable Disclosing Party at its expense to seek a protective order or other remedy. In the event that Disclosing Party elects not to seek or is unable to obtain a protective order or other remedy or Receiving Party is compelled to disclose such information without further delay, Receiving Party will only disclose that portion of the Disclosing Party's Confidential Information that it is advised by its legal counsel is legally required to be disclosed and will make reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Notwithstanding this **Section 8.6**, nothing shall limit Customer's or Paperclip's ability to cooperate with and to provide information to any governmental body or regulator.

8.7 Return of Confidential Information. Upon termination of this Agreement or as Disclosing Party otherwise directs, Receiving Party shall return or destroy all Confidential Information. Each Party agrees that deletion of electronic copies of the Confidential Information of the other Party shall be subject to such Receiving Party's routine data backup and retention policies, and that the actual deletion of such Confidential Information may occur as such backup media is overwritten and as part of such procedures.

8.8 Mitigation. Paperclip understands and acknowledges that any security breach, caused by its negligence, of Personal Information may impose obligations on Customer to notify affected individuals as well as regulators of such security breach and take steps, among others, to mitigate any adverse impact or other harm to its customers and/or prospective customers arising from such security breach. Paperclip agrees to cooperate with and assist Customer in meeting all such obligations. Paperclip shall bear (A) the costs incurred by Service Provider in complying with its legal obligations relating to any such breach, and (B) in addition to any other damages for which Paperclip may be liable for under this Agreement, the following costs incurred by Customer in responding to such breach, to the extent applicable: (1) the cost of providing notice to affected individuals; (2) the cost of providing notice to government agencies, credit bureaus, and/or other required entities; (3) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months or the minimum time period provided by applicable law, whichever is longer; (4) call center support for such affected individuals for a specific period not to exceed thirty (30) days; (5) the cost of any other measures required under applicable law. The cost of mitigation shall be limited to coverage provided by Service Provider's insurance policy.

9. PUBLICITY. Paperclip may include Customer in any listing of its clients.

10. INDEMNITY.

10.1 By Paperclip. Paperclip will defend Customer, and shall pay any final judgment awarded or settlements entered into, arising out of, or relating to a claim by a third party that the Subscription Services, Professional Services, Documentation or any other services furnished by Paperclip to Customer (or that the use thereof by or on behalf of Customer) infringes, misappropriates or violates such third party's Intellectual Property Rights.

10.2 By Customer. Customer will defend Paperclip and shall pay any final judgment awarded or settlements entered into, arising out of, or relating to a claim by a third party that the Customer Data, or any other materials furnished by Customer to Paperclip (or that the use thereof by or on behalf of Paperclip) infringes, misappropriates or violates such third party's Intellectual Property Rights.

10.3 Indemnification Procedures. At the request of the indemnified Party from time to time after any such claims, the indemnifying Party shall at its sole expense defend, with counsel reasonably acceptable to the indemnified Party, all claims, suits or proceedings arising out of the foregoing. The indemnifying Party shall be notified promptly of any such claims, suits or proceedings in writing and, if requested to defend said action, given full and complete authority, information and assistance for the defense of same, provided, however, the indemnifying Party shall have no authority to enter into any settlement or compromise on behalf of the indemnified Party without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. In no event will the indemnified Party be required to consent to

any settlement that: (a) does not include a release of all covered claims pending against the indemnified Party; (b) contains an admission of liability or wrongdoing by the indemnified Party; or (c) imposes any obligation upon the indemnified Party other than an obligation to cease using any infringing item. In all events, the indemnified Party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

10.4 Infringement Claims. If use of any Subscription Services and/or Documentation or portion thereof is held to constitute an infringement or misappropriation of any intellectual property rights of a third party, or if in Paperclip's reasonable opinion, use of the Subscription Services and/or Documentation or portion thereof, is likely to be held to constitute, an infringement or misappropriation, Paperclip shall either, at its expense and option: (a) procure the right for Customer to continue using the Subscription Services and/or Documentation; or (b) replace all copies of Subscription Services and/or Documentation with a non-infringing and non-misappropriating functionally equivalent product or service; or (c) modify the Subscription Services and/or Documentation or portion thereof to make them non-infringing and non-misappropriating; or (d) if options (a)-(c) are not commercially reasonable as determined by Paperclip, Paperclip may terminate this Agreement or applicable Work Order and refund to Customer any prepaid fees paid for the applicable Subscription Services and/or Documentation for the period after such termination.

11. INSURANCE REQUIREMENTS.

11.1 Required Coverage. During the term of this Agreement, Paperclip will maintain, at its own expense, insurance coverage with limits of no less than those set forth below:

11.1.1 Professional Liability Insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 annual aggregate, covering losses from any act, errors, omissions, negligence, breach of contract and/or misrepresentations related to Paperclip's obligations and performance under this Agreement.

11.1.2 Commercial General Liability including broad form contractual liability and personal injury endorsement, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$1,000,000 per occurrence and no less than \$2,000,000 annual aggregate.

11.1.3 Workers' Compensation insurance covering Paperclip's employees pursuant to applicable laws and at the statutory limits required for each such state.

11.1.4 Privacy & Security Risk (*i.e.*, cyber/data loss insurance) with a limit of liability of \$1,000,000 per claim and in the general aggregate.

12. LIMITATION OF LIABILITY.

12.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

12.2 IN NO EVENT SHALL A PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT OR OTHER DAMAGES EXCEED AN AMOUNT EQUAL TO THE FEES PAID AND PAYABLE TO PAPERCLIP BY CUSTOMER UNDER THIS AGREEMENT AND/OR THE WORK ORDER (AS APPLICABLE) UNDER WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

13. SUBCONTRACTORS. Paperclip may use one or more subcontractors to assist or perform Paperclip's obligations under this Agreement. Paperclip will be responsible for all acts and omissions of its subcontractors in

connection with a subcontractor's performance of Paperclip's obligations under this Agreement.

14. ASSIGNMENT. Neither Party may assign its rights or delegate its duties hereunder, whether by operation of law nor otherwise, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each Party hereby consents to the other Party assigning all of its rights or delegating all of its duties to one or more Affiliates, or to an acquiring or surviving entity in a merger or acquisition in which such assigning Party is the acquired entity (whether by merger, reorganization, acquisition or sale of stock) or to the purchaser of all or substantially all of the assigning Party's assets. This Agreement shall bind and inure to the benefit of the Parties to the Agreement and their respective successors, representatives, and permitted assigns.

15. NOTICES. Any notice, demand or other communication (collectively "notice") required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given (a) when delivered personally to the representative(s) designated to receive notices for the intended recipient, or (b) three business days after deposit in the U.S. Mail when mailed by certified mail (return receipt requested), or (c) the next business day when sent by overnight courier, in each case to the representative(s) designated to receive notices for the intended recipient at the address set forth in the introductory paragraph of this Agreement or to such other address as a Party shall designate by written notice given to the other Party.

16. CHOICE OF LAW; EXCLUSIVE VENUE. Any and all disputes between the Parties to this Agreement, whether arising from the Agreement itself or arising from facts in any way relating to this Agreement, shall be governed by, construed under and enforced in accordance with the laws of the State of New Jersey without regard to its choice of law principles. Any action brought between the Parties related to or arising from this Agreement will be resolved in the state courts located in Bergen County, New Jersey, and the United States District Court for the District of New Jersey, and the Parties consent to the exclusive jurisdiction in these courts. By execution and delivery of this Agreement, each Party irrevocably submits to and accepts such jurisdiction and waives any objection (including any objection to venue, enforcement, or grounds of *forum non conveniens*) that might be asserted against the bringing of any such action, suit or other legal proceeding in such court.

17. WAIVER. No course of dealing, failure by either Party to require the strict performance of any obligation assumed by the other hereunder, or failure by either Party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement.

18. FORCE MAJEURE. A Party will be excused from a delay in performing, or a failure to perform, its obligations (other than payment obligations) under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such Party (each a "Force Majeure Event"). In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. In order to avail itself of the relief provided in this Section for an excusable delay, the Party must act with due diligence to remedy the cause of, or to mitigate or overcome, such Force Majeure Event.

19. CONSTRUCTION.

19.1 Interpretation. Any applicable law that provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

19.2 Inconsistencies. In the event of any inconsistency between the provisions of this Agreement and any addendum, the provisions of this Agreement shall govern for purposes of such addendum, provided however, such addendum shall only take precedence if it expressly references a conflicting provision of this Agreement and explicitly expresses an intent to override the conflicting Agreement provision.

19.3 Modification. The terms, conditions, covenants and other provisions of this Agreement may hereafter be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-

mail or similar electronic transmissions) that specifically purports to do so and is physically executed by a duly authorized representative of each Party.

19.4 Severability. If a court of competent jurisdiction or arbitration panel declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

19.5 Survival. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement (including, without limitation, those provisions relating to confidentiality, dispute resolution and indemnification), shall so survive and continue to bind the Parties for the period set forth herein or otherwise for a period of one year from termination of this Agreement.

19.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

20. COMPLETE UNDERSTANDING. This Agreement (together with the schedules, addendums, and other appendices attached hereto or specifically incorporated herein by reference) constitutes the complete understanding of the Parties with regard to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations, and understandings (whether written or oral) between the Parties with regard to the subject matter hereof.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Agreement as of the Effective Date designated above.

PAPERCLIP, INC.

[_____]

By: _____

By: _____

Name: Celia Esposito-Noy, Ed.D.

Name: _____

Title: Superintendent-President

Title: _____

Attached Documents:

- Appendix A – Service Level Agreement
- Appendix B – Work Order Form
- Appendix C – Service Rates

Appendix A

1. Services (Deliverables).

Virtual Client Folder: PaperClip will provide Customer a dedicated platform for electronic document management. Users will be able to create, modify and delete electronic documents as the normal conduct of business. PaperClip will configure and maintain Customer's indexing structure (metadata) for storing and retrieving electronic documents. Customer will access the Service by Secure Single Sign On.

2. Service Level Agreement.

1. DEFINITIONS

1.1 "Priority 1 Issue" means a critical technical issue resulting in a total or significant loss of core functionality in the Subscription Service or inoperability of the Subscription Service in production (*i.e.*, a down system) that severely affects Customer's business operations.

1.2 "Priority 2 Issue" means a major technical issue resulting in severe performance problems in the Subscription Service having a noticeable impact on Customer's business operations.

1.3 "Priority 3 Issue" means either (a) a minor technical issue not having a noticeable impact on Customer's business operations, or (b) a question about the use of the Subscription Service or a feature described in the applicable Documentation.

2. Support. PaperClip will provide support for any Priority 1 Issue, Priority 2 Issue, or Priority 3 Issue upon Customer's request via phone, fax, email or PaperClip's website.

3. Response Times. All support requests for Priority 1 Issues or Priority 2 Issues should be submitted by email or telephone in accordance with the contact information set forth below:

Name or Position	Telephone Contact	Email Contact
Help Desk	800-929-3503	helpdesk@paperclip.com

Customer must include in each request for support via any method both Customer and technical information necessary for a timely and efficient response by Paperclip. Customer shall receive written communication by email from PaperClip when the request:

- Is first received or logged by PaperClip (automatic notification),
- Requires more information during the troubleshooting process,
- Is responded to and/or is resolved, and
- Is escalated to (a) senior technical specialist(s) or management.

Upon receipt of a support request, PaperClip shall respond to Customer, acknowledging receipt of the support request within thirty (30) minutes for a Priority 1 Issue, two (2) hours for a Priority 2 Issue or four (4) business hours for a Priority 3 Issue.

PaperClip shall apply the following escalation procedures until such time as a support request is resolved in accordance with Section 5 below.

Priority 1 and 2 Issues	Hours			
	4	12	24	36

First Escalation (escalation engineer or above)	X			
Second Escalation (manager level or above)		X		
Third Escalation (director level or above)			X	
Fourth Escalation (VP level or above)				X
Priority 3 Issues				
	Hours	Calendar Days		
	24	3	5	11
First Escalation (escalation engineer or above)	X			
Second Escalation (manager level or above)		X		
Third Escalation (director level or above)			X	
Fourth Escalation (VP level or above)				X

4. Resolution of Support Requests. PaperClip shall work diligently to resolve a Priority 1 Issue or a Priority 2 Issue. PaperClip shall provide a modification or bug fix in the next regularly scheduled update to the Subscription Service for any Priority 3 Issue, if applicable. Priority 3 Issues that involve a question about the use of the Subscription Service or a feature thereof shall be answered promptly.

5. Externally Hosted System Availability. The Services will be available to Customer 99.5% of the time, 24 hours per day, 7 days per week ("Availability"), except as follows:

- i. The outage is caused in full or in part by actions or omission on the part of the Customer or anyone acting by, through or under Customer (other than Paperclip and its agents) that are in violation of the Agreement or applicable Work Order, except to the extent of any act or omission by Paperclip or anyone acting by, through or under Paperclip.
- ii. The outage is caused in full or in part by equipment, business operations, software or facilities owned by or under the control of the Customer, including any third-party equipment, except as a result of the acts or omissions of Paperclip, or anyone acting by, through or under Paperclip.
- iii. The Customer fails to provide Paperclip with accurate, up-to-date contact information, or when, after repeated attempts over a period of one hour or more, Paperclip support staff is unable to reach at least one of the Project Manager when the event in question occurs.
- iv. During Weekly Maintenance or Scheduled Maintenance.
- v. The failure or malfunction of equipment, applications or systems not owned or controlled by Paperclip, including delay, failure or malfunction of any hosting service provider used by PaperClip.
- vi. Force Majeure Events.
- vii. Any suspension of service pursuant to the Agreement or a Work Order.
- viii. A material increase in processing and the approval necessary for additional resources is partially or completely withheld by Customer.
- ix. A publicly reported vendor-announced issue that affects Paperclip's compliance with any Service Level Standard for a commercially reasonable period until a fix can be reasonably implemented.
- x. During planned scheduled uptime, the aggregate amount of time in any calendar month during which the Subscription Service is not available for use by Customer due to (a) action or inaction by Customer, anyone acting by, through or under Customer, which in any such case constitutes a breach of the Agreement or a Work Order, or (b) circumstances beyond Paperclip's reasonable control, including, without limitation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or hardware failures, failure of third party professional services, or (c) Paperclip has determined that some emergency, unscheduled maintenance action is required due to circumstances outside of its immediate control that could pose a serious threat to the operational integrity of its Subscription Services, network, facilities or customer systems.

6. Web Application Response Time. The internal benchmarks for Services will provide a maximum of three (3) seconds response time to move from one web page to the next web page with two hundred (200) concurrent users ("Response Time").

7. Refunds. The period of time in each calendar month where Response Time and/or Availability is not met shall be collectively added together for the total "Outages". This time will be subtracted from the total number of hours in that month, and the result divided by the total number of hours in that month to determine the "Percentage Availability". Outages reported by Customer, and Outages that are otherwise known by or should have reasonably been known by PaperClip will be included in the calculations, and PaperClip will issue a refund to Customer for such Outages as follows:

Percentage Availability	Amount of Refund
>99.5%	None
99.0% to 99.5%	3% of monthly Charges credited
98.0% to 98.9%	5% of monthly Charges credited
95.0% to 97.9%	7% of monthly Charges credited
90.0% to 94.9%	10% of monthly Charges credited
<90%	15% of monthly Charges credited

8. Maintenance Outages. The Services may be unavailable once per week for maintenance, on Saturday night from 2am EST to 5am EST ("Weekly Maintenance"). Additional maintenance may be scheduled with two (2) weeks advance written notice to Customer (email acceptable with confirmation of receipt from recipient), on any night from midnight EST to 6am EST ("Scheduled Maintenance").

9. Paperclip Service Locations include facilities at:

Cologix
9 Wing Drive
Cedar Knolls, New Jersey 07927

Cologix
200 Webro Road
Parsippany, New Jersey 07054

Appendix B

**WORK ORDER
To be Defined**

VCF

Software	Units	Annual Price	Total
VCF Admin User ¹	1	\$ 600.00	\$ 600.00
VCF Full Production User	32	\$ 175.00	\$ 5,600.00
VCF View Only User	40	\$ 125.00	\$ 5,000.00
VCF Audit Module ⁴	1	\$ 2,500.00	\$ 2,500.00
Total Annual Software			\$ 13,700.00
Dedicated Platform	Units	Annual Price	Annual Total
Platform ^{2,3}	1	\$ 10,000.00	\$ 10,000.00
Total Annual Costs			\$ 10,000.00
Storage ⁵	Units	Annual Price	Annual Total
Production 250 Gb Storage	1	\$ 3,000	\$ 3,000.00
Total Annual Storage Costs			\$ 3,000.00
Fulfillment Services	Days	Price	Total
Implementation / Setup per Drawer	1	\$ 500.00	\$ 500.00
End User Training Session ⁶	4	\$ 200.00	\$ 800.00
Project Management	8	\$ 125.00	\$ 1,000.00
Consulting	0	\$ 200.00	\$ -
Total Fulfillment Services			\$ 2,300.00
Totals			
Total Year 1 Costs			\$ 29,000.00
Total Year 2+ Costs			\$ 26,700.00

NOTES

1. Required.
2. Includes Ultra Batch.
3. Requires 1 per 250 Client Licenses for Load Balancing. Access to Ultra Batch,
4. Required for S-WORM.
5. See Internet eXpress-Storage Tab.
6. 1 hour training sessions via web, maximum 20 attendees.

Data Migration

Data relocation to VCF

PaperClip data relocation	Units	Price	Total
Migration (per hour)	15	\$ 200.00	\$ 3,000.00
Per 1Gb Data	250	\$ 15.00	\$ 3,750.00
Total			\$ 6,750.00

Azure Storage Pricing

Billing Usage:

1 TB or less

Take the current storage and go to scale and pick the lowest bracket

1 TB Plus

Take the 1 TB Annual Billing value and add \$10.00 per GB over 1 T

GB	Price
10	\$300.00
20	\$550.00
30	\$750.00
40	\$900.00
50	\$1,000.00
60	\$1,100.00
70	\$1,200.00
80	\$1,300.00
90	\$1,400.00
100	\$1,500.00
110	\$1,600.00
120	\$1,700.00
130	\$1,800.00
140	\$1,900.00
150	\$2,000.00
160	\$2,100.00
170	\$2,200.00
180	\$2,300.00
190	\$2,400.00
200	\$2,500.00
210	\$2,600.00
220	\$2,700.00
230	\$2,800.00
240	\$2,900.00
250	\$3,000.00
260	\$3,100.00
270	\$3,200.00
280	\$3,300.00
290	\$3,400.00
300	\$3,500.00
310	\$3,600.00
320	\$3,700.00
330	\$3,800.00
340	\$3,900.00
350	\$4,000.00
360	\$4,100.00
370	\$4,200.00
380	\$4,300.00
390	\$4,400.00
400	\$4,500.00
410	\$4,600.00
420	\$4,700.00
430	\$4,800.00
440	\$4,900.00
450	\$5,000.00
460	\$5,100.00

470	\$5,200.00
480	\$5,300.00
490	\$5,400.00
500	\$5,500.00
510	\$5,600.00
520	\$5,700.00
530	\$5,800.00
540	\$5,900.00
550	\$6,000.00
560	\$6,100.00
570	\$6,200.00
580	\$6,300.00
590	\$6,400.00
600	\$6,500.00
610	\$6,600.00
620	\$6,700.00
630	\$6,800.00
640	\$6,900.00
650	\$7,000.00
660	\$7,100.00
670	\$7,200.00
680	\$7,300.00
690	\$7,400.00
700	\$7,500.00
710	\$7,600.00
720	\$7,700.00
730	\$7,800.00
740	\$7,900.00
750	\$8,000.00
760	\$8,100.00
770	\$8,200.00
780	\$8,300.00
790	\$8,400.00
800	\$8,500.00
810	\$8,600.00
820	\$8,700.00
830	\$8,800.00
840	\$8,900.00
850	\$9,000.00
860	\$9,100.00
870	\$9,200.00
880	\$9,300.00
890	\$9,400.00
900	\$9,500.00
910	\$9,600.00
920	\$9,700.00
930	\$9,800.00
940	\$9,900.00
950	\$10,000.00
960	\$10,100.00
970	\$10,200.00
980	\$10,300.00
990	\$10,400.00
1000	\$10,500.00