AGENDA ITEM 11.(b)
MEETING DATE November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

**REQUESTED ACTION:** APPROVAL

## **EMPLOYMENT 2020-2021**

# **Part-Time Adjunct Assignment**

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>
Carole Cardinale-Ruiz	Adjunct Instructor – Cosmetology (not to exceed 67%)	01/14/21 - 05/27/21
Pierre Jones	Adjunct Instructor – Cosmetology (not to exceed 67%)	01/14/21 - 05/27/21

# **Change in Assignment**

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>
Peter Zitko	From Adjunct Sociology Instructor to Interim Associate	11/04/20 - 06/30/21
	Dean, External Programs	

### **Out of Class Assignment**

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>
Jessica Blue	Financial Aid Specialist	11/01/20 - 03/31/21
Zyra Larot	Financial Aid Analyst	11/01/20 - 03/31/21

Salvatore Abbate	Celia Esposito-Noy, Ed.D
Human Resources	Superintendent-President
November 6, 2020	November 18, 2020
Date Submitted	Date Approved

# **Short-Term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	Fund/Grant Name	<b>Effective</b>	<b>Amount</b>
Jared Awender	Journey Level Assistant-EMT	Strong Workforce	10/08/20 - 06/30/21	\$25.00/hr.
John Babb	EMS Journey Level Assistant	Strong Workforce	11/18/20 - 6/30/21	\$25.00/hr.
George Bostock	EMS Journey Level Assistant	Strong Workforce (Updated)	10/08/20 - 06/30/21	\$25.00/hr.
Saki Cabrera	Bridging Success Program Coordinator	Adult Ed Block Grant	09/17/20 - 06/30/21	\$2,250/mo Stipend
Jose Cortes	Teacher Apprentice Program Coordinator	Student Equity	08/17/20 - 06/30/21	\$1,360/m Stipend
Dominic Camozzi	EMS Journey Level Assistant	Strong Workforce (Updated)	10/08/20 – 06/30/21 (Updated)	\$25.00/hr.
Allen Fleming	ASTC Instructional Assistant	SEA - ASTC	11/19/20 - 06/30/21	\$16.56/hr.
John Herkins	EMS Journey Level Assistant	Strong Workforce	11/18/20 - 06/30/21	\$25.00/hr.
Bryan Stewart	Student Equity and Success Special Projects	SEA	11/19/20 – 06/30/21 (Updated)	\$30.00/hr. (Updated)

# **GRATUITOUS SERVICE**

<u>Name</u>	School/Department	<b>Effective</b>	<b>Assignment</b>
Jason Boardman	Health Sciences	11/19/20 - 06/30/21	EMT Training Assistant
Kimberly Landes	Health Sciences	11/19/20 - 06/30/21	<b>EMT Training Assistant</b>

<b>AGENDA ITEM</b>	11.(c)
MEETING DATE	November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members	s of the Govern	ing Board			
SUBJECT:	WARRA	NTS				
REQUESTED A	<u>ACTION</u> :					
□Informati ⊠Consent		oval Consent				
SUMMARY:						
STUDENT SUC  Help stude  Basic skill  Workforce	Vendor Payments  CON NEXT PAGE:  Ents achieve their educals education edevelopment and trainevel education	11104008- 11104039- 11104045- 11104047- 11104077- tional, profession		\$ \$ \$ \$ \$	4,090.08 29,174.96 194,923.92 12,106.81 3,150.00 138,907.52 332,404.16	
Ed. Code: 70902 d	& 81656 Board P	olicy: 3240	Estimated	Fisco	al Impact: <b>\$2,4</b> 77 <b>,468</b>	.17
SUPERINTENDI	ENT'S RECOMMEND	ATION:		ED	☐ DISAPPROVAL☐ TABLE	
Vice President	bbert V. Diamond t, Finance and Administration	on				
4000	SENTER'S NAME Suisun Valley Road irfield, CA 94534					
	<b>ADDRESS</b> 707-864-7209				o-Noy, Ed.D. nt-President	
TELE	CPHONE NUMBER					
	ond, Finance and Administra	ation			18, 2020	
	ESIDENT APPROVAL				ROVED BY NT-PRESIDENT	
	ovember 6, 2020 E SUBMITTED TO					
	ΓENDENT-PRESIDENT					

<b>AGENDA ITEM</b>	11.(c)
MEETING DATE	November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of th	ne Governing Board	
SUBJECT:	WARRANTS		
REQUESTED ACT	ION:		
☐Information ⊠Consent	OR Approval OR Non-Conse	ent	
SUMMARY:			
CONTINUED FRO	OM PREVIOUS PAGE:		
10/20/2020	Vendor Payments	11104082-11104089	\$1,071,420.58
10/20/2020	Vendor Payments	11104090-11104166	\$ 195,247.42
10/22/2020	Vendor Payments	11104167-11104374	\$ 55,329.00
10/27/2020	Vendor Payments	11104375-11104377	\$ 126,419.12
10/27/2020	Vendor Payments	11104378-11104382	\$ 8,827.81
10/27/2020	Vendor Payments	11104383-11104450	\$ 167,517.45
10/27/2020	Vendor Payments	11104451-11104503	\$ 137,949.34
		TOTAL:	<u>\$2,477,468.17</u>

# **AGENDA ITEM** 11.(d)

MEETING DATE November 18, 2020

# 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**

# **Student Services Shannon Cooper Psy.D., Vice President**

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>	<b>Amount</b>
MOR Safety Services	Provide EMSA CPR/First Aid recertification training for 10 staff members who work with children under 5 years of age. 8-hour training will take place on January 14, 2021.	January 14, 2021- January 14, 2021	Not to exceed \$850.00

Robert V. Diamond	Celia Esposito-Noy, Ed.D.
Vice President, Finance & Administration	Superintendent-President
November 6, 2020	November 18, 2020
Date Submitted	Date Approved

# **AGENDA ITEM** 11.(d)

MEETING DATE November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION

**REQUESTED ACTION:** APPROVAL

# **PERSONAL SERVICES AGREEMENTS**

# <u>Academic Affairs</u> <u>David Williams, Ph.D., Vice President</u>

<u>Name</u>	<u>Assignment</u>	<b>Effective</b>	<b>Amount</b>
Scopewave, LLC	Perform Program Coordinator activities on the Governor's Office CASCADE II Grant Project 13 which was extended to June 30, 2021 per the attached Scope of Work.	November 19, 2020- June 30, 2021	Not to exceed \$10,000.00



# Scope of Work for PSA with ScopeWave LLC

# 1. Introduction/Background

The Statewide Director for Business and Entrepreneurship for the California Community Colleges is managing an experiential learning project through a Governor's Office DOD Office of Economic Adjustment (OEA) California Advanced Supply Chain and Diversification Effort (CASCADE II) grant to place student intern/faculty extern teams at DOD Small Business Innovation and Research (SBIR) Phase I, II, & III firms across the state to assist them with cybersecurity readiness/compliance and with commercializing their innovations. Due to COVID-19, the DoD OEA has extended the CASCADE II grant project through June 30, 2021. This PSA extends Project Coordination services with ScopeWave, LLC through June 30, 2021.

### 2. Tasks

 Working with the Statewide Director, Business and Entrepreneurship for the California Community Colleges, provide support as Project Coordinator to accomplish the twelve tasks in the CASCADE II Project 13 grant work plan (see attached Gantt chart of tasks in CASCADE II Project 13 agreement).

### 3. Deliverables

- 40 Student Interns and 20 Faculty Externs matched with 20 DOD SBIR Phase I, II, or III firms through nine participating colleges across the state.
- Student interns complete an average of 240 hours of internships with each participating DoD SBIR company (The Foundation for California Community Colleges to act as employer of record for student interns).

# 4. Reporting

• Participate in weekly planning meetings via Zoom with Statewide Director, Business and Entrepreneurship to track status of student internship/faculty externship projects.

- Participate as needed in monthly CASCADE Virtual Strategic Alignment Meetings with the Governor's Office and other CASCADE II project partners to report on status of the CASCADE Project 13.
- Develop and maintain dashboards to track progress of the project.
- Assist Project Director with completing the CASCADE II Project final report to the Governor's Office.

### 5. Timeline

The period of performance for this extension of Project Coordination activities on the Governor's Office DoD OEA CASCADE II Grant Project 13 will run from November 19, 2020 to June 30, 2021.

# 6. Budget

In consideration of the services provided above, the District shall pay to the Contractor a sum of money not to exceed \$10,000 during the term of this agreement invoiced monthly at a rate of \$100/hr.

CASCADE II Gantt Project Matrix for DoD Deliverables Reporting			1 2 3	4 5 6	7 8 9	10   11   12	13 14 15	16 17 18
SCOPES OF WORK TASK & TIMELINES PROGRESS (as of 8/31/2020)	Amendment 1		Jul Aug Sep	Oct Nov Dec 2nd Quarter	Jan Feb Mar 3rd Quarter	Apr May Jun 4th Quarter	Jul Aug Sep 5th Quarter	Oct Nov Dec 6th Quarter
Kon Ohiosiyos/Doliyosahlos Tacks 9 Subtacks	Target	Actual	7/1/19-9/30/19	10/1/19-12/31/19	1/1/20-3/31/20	4/1/20-6/30/20	7/1/20-9/30/20	10/1/20-12/31/20
using a	7 18							
12.5 Provide train-the-trainer sessions consisting of a minimum of 15 collaborative colleges	8 18							
a. Submit to OPR dates for each virtual delivery of train-the-trainer sessions.	9 18							
b. Identify collaborative partners and coordinate with local organizations and	8 18							
c. Execute on event logistics planning and coordinaton								
d. Conduct outreach to attract and secure attendees	8 18							
12.6 Identify a minimum of 200 target defense supply chain businesses that can	7 17							
a. Develop a marketing campaign to target these businesses	8 17							
12.7 Make available all training curriculum developed under this project to all 114								
community colleges and advise them now they can embed the materials into existing career pathways programs or develop pre-apprenticeship program to	9 24							
propto a naw apparation of puharsaguritu roadinass Project 13: Cuharsaguritu Internetins/Externetins with DAD SRIR/STTR Firms (California Commu		Small se	Business Sector Navigator)	afor)				
13.1 Contract with Project Coordinator to manage the student internship/faculty		23, OIIIGII						
externship project.								
<ul> <li>a. Generate Personal Services Agreement (PSA) for Project Coordinator.</li> </ul>		е С						
	3 4	3 4						
13.2 Issue a Request for Application (RFA) for ten community colleges to participate in a proposed Small Business Innovation and Research (SBIR) and Small	3	3 4						
Riisiness Technolony Transfer (STTR) strident internshin/faculty externshin a. Create and distribute RFA to all 114 California Community Colleges through	4	2						
Regional Directors  b. Review and select the ten colleges to participate.								
c. Finalize contracts with the ten colleges and submit for Board approval.	2	5 7						
13.3 Convene a cross discipline faculty conference from the selected RFA colleges to review the NICE Workforce Framework and identify all necessary KSAs	7 9	7 8						
students and faculty will need in the area of cybersecurity to participate in the a. Identify site for conference.	7 7	7 7						
b. Create and distribute outreach materials to attract cross-discipline faculty	7 7	7 7						
c. Develop agenda for convening.	7 8	7 7						
d. Host convening in collaboration with CASCADE partners and introduce	6	80						
13.4 Purchase database of California based SBIR/STTR DoD Phase I, II, and III	4	4						
awardees from Inknowration com a. Analyze data for optimal strategy to identify and target for participation in	9	9						
13.5 Conduct outeral and recruitment campaign to the estimated 500 firms with an active DoD SBIR/STITE Phase I II or III award.	7 23	7						
a. Develop materials for outreach.	7 7	7 7						
<ul> <li>b. Initiate outreach campaign to generate interest and participation in the</li> </ul>	7 8	7						

<b>CAS</b> i Gantt	CASCADE II Gantt Project Matrix for DoD Deliverables Reporting			2	3	rc	9	00	6	10	<del>-</del>	7	4	15	16 17	18
	Burnella			Jul Aug	Sep	Oct Nov	Dec Ja	Jan Feb	Mar	Apr	May Ju	n la	Aug	Sep (	Oct Nov	Dec
SCOP	SCOPES OF WORK TASK & TIMELINES PROGRESS (as of 8/31/2020)	Amendment	ent 1	1st Quarter		2nd Quarter		3rd Quarter	rter	4th (	4th Quarter		5th Quarter		6th Quarter	rter
KovO	Kav Ohiactivae/Dalivarahlae Tacke 8. Subtacke	Target	: Actual	7/1/19-9/30/19		10/1/19-12/31/19		1/1/20-3/31/20	1/20	4/1/20	4/1/20-6/30/20		7/1/20-9/30/20		10/1/20-12/31/20	/31/20
	<ul> <li>Secure commitments from an estimated 20 firms to host student infamiliar extern teams</li> </ul>	7	17 7													
13.6	Set	∞	10 8 8													
	a. Set up contract and receive any necessary Board approval(s).	6	10 9 9													
13.7	7 Identify student intern/faculty extern teams at each college to work as teams with the SBIR/STTR firms to assist the firms with cybersecurity compliance and other activities, such as helping the firms complete their DoD contract work and	7	23 7													
	a. Develop outreach materials to recruit teams of student interns and faculty	7	8 7 10												Н	
	<ul> <li>b. Identify amplifiers/stakeholders to disseminate information, e.g. work</li> </ul>	7	23 7													
	c. Distribute materials and receive Dean approval (when necessary).	7														
		7	23 7													
13.8	8 Match student intern/faculty extern teams with the SBIR/STTR firms. 9 Identify and refine strategy for connecting student internificality extern	7				ļ										
	a todini) and remie stategy tot comiecung statem meninacuty extern tame to firms.	- 1	23 7													
		_	23 7													
13.9	9 Encourage student interns to enroll in the colleges' optional work study/work experience program to earn college credits for the time spent working with the SBIR/STTR firms.	7	23 7													
13.10	10 Student Intern/Faculty Externship teams will meet with the SBIR/STTR firms to develop a scope of work for the engagement with the firms.	10	23 11													
13.11		10	23 11													
13.1	13.12 Submit final report summarizing the results of the student internship/faculty externship project.	22	24													
	<ul> <li>a. Submit draft report to OPR for review and approval.</li> </ul>	22	23													
	b. Receive final approval and project closeout from OPR.	23	24													
Proje	Project 14: Cybersecurity Apprenticeships (SWAG @ College of the Canyons)															
14.1	1 Initiate and maintain Project in college administration and financial systems and	-	24 1													
	a. Confirm System for Award Management (SAM), Commercial and a Government Entity (CAGE) Code	-	2 1 2													
	<ul> <li>b. Distribute timesheets and other documents to project coordinator.</li> </ul>	-	-													
	c. Hire Project Coordinator to oversee the CASCADE project.	2														
	d. Hire Project Associate to coordinate administrative tasks.	2	7													
		7														
-1(		4 0	ლ (													
)-	<ul> <li>g. orgin contract and set up General Leager codes for involcing and expenses.</li> <li>h. Submit and receive approval from DoD for eligibility criteria.</li> </ul>	7 7	3 2 2 3													

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

го:	Members of the G	Governing Board		
SUBJECT:	ASSOCIATION,	DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #211, 2020-2023 COLLECTIVE BARGAINING AGREEMENT		
REQUESTED ACTION	<u>[</u> :			
	PR ⊠Approval PR ⊠Non-Consent			
		the District and the California School Employees ving summary of major provisions is included in		
		eccept the disclosure information and approve the ad July 1, 2020 – June 30, 2023.		
Basic skills educa	ieve their educational, pation pment and training location	rofessional and personal goals		
Government Code:3547	Board Policy: 2010	Estimated Fiscal Impact: None		
SUPERINTENDENT'S RE	COMMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>		
Salvatore .				
Human Re PRESENTER				
4000 Suisun V Fairfield, C.	alley Road			
ADDR		Celia Esposito-Noy, Ed.D.		
707-864-	-7281	Superintendent-President		
TELEPHONE				
		November 18, 2020		
VICE PRESIDEN	Γ APPROVAL	November 18, 2020  DATE APPROVED BY SUPERINTENDENT-PRESIDENT		
November				
DATE SUBMI SUPERINTENDEN				

In spring and summer of 2020, the California School Employee Association, Chapter #211 (CSEA) and District representatives met to discuss the establishment of a new collective bargaining contract for the next three-year period (2020-2023). Negotiations were conducted in accordance with Government code 3547, regulations of the Public Employment Relations Board, and Solano Community College Board policies and administrative regulations.

The District has reached a tentative agreement with CSEA Chapter 211 for the contract effective July 1, 2020 through June 30, 2023. Throughout the agreement, references to dates have been updated as well as clarification to language when necessary. In addition, provisions from memorandums of understanding (MOUs) agreed to during the current contract term have been incorporated. A summary of the major provisions of the agreement, where applicable, is as follows:

Article 1 - Recognition	-Added clarifying language.
Article 3– Check Off and Organizational Security	-Adjusted language to reflect changes in the
	union's process due to the Janus Supreme
	court decision.
Article 4 – Personnel files	-Minor language clean up.
Article 6 – Association Rights	- Minor language clean up.
Article 8 – Hours and Overtime	- Minor language clean up.
Article 9 – Pay and Allowances	- Minor language clean up.
	- Removal of no longer relevant grandparent clauses.
Article 11– Health and Welfare	-Minor language clean up.
Article 15 – Professional Growth	- Employees may now to choose to get reimbursed for classes or take them on work time or use those units toward the professional growth increments. Only one option maybe chosenAdded reimbursement for 4-year classes with a maximum of \$1,200 per semester and an employee lifetime max of \$2,400.
Article 19 – Lay-off and Re-Employment	-Updated notification timelines to reflect changes in ED code. -Minor language clean up.
Article 20 – Discipline and Dismissal	-Minor language clean up.
Articles 22 through 29	-Minor language clean up.
č	-Agreement Effective July 1, 2020 – June 30, 2023
Appendices	-Updated medical costs to reflect current
	PERS rates, current vision plan rates, and
	dental rates.

-Updated language to reflect changes to Article 15 Professional Growth
<ul> <li>-Removed outdated appendices</li> <li>-Included reference to Ed Code where applicable.</li> </ul>

# **RECOMMENDATION:**

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with CSEA for the period July 1, 2020 – June 30, 2023.

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the C	Governing Board
SUBJECT:	<b>BARGAINING</b>	MUNITY COLLEGE DISTRICT PROPOSAL TO THE OPERATING TATIONARY ENGINEERS, LOCAL 39 ON
REQUESTED ACTION	<b>:</b>	
	R	ent
<b>SUMMARY</b> :		
Operating Engineers, Starthe extend the term of the It is recommended that the STUDENT SUCCESS I	tionary Engineers (Local Local	the District and the International Union of cal 39). The District and Local 39 have agreed to 30, 2020 contract through June 30. 2021.  pprove the extension of the contract.  professional and personal goals
Government Code:3547	Board Policy: <b>2010</b>	Estimated Fiscal Impact: None
SUPERINTENDENT'S REC	COMMENDATION:	
Salvatore A	bbate	
Human Res	ources	
PRESENTER <sup>®</sup>	'S NAME	
4000 Suisun Va Fairfield, CA		
ADDRE	ESS	Celia Esposito-Noy, Ed.D.
		Superintendent-President
707-864-7		
TELEPHONE	NUMBER	
THEE PRESIDENT	T A PRO CALLA	November 18, 2020
VICE PRESIDENT	APPKOVAL	DATE APPROVED BY
November 6	5 2020	SUPERINTENDENT-PRESIDENT
DATE SUBMI	·	
DATE SUBNII SUPERINTENDEN'	_	

AGENDA ITEM	13.(c)
<b>MEETING DATE</b>	November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Go	overning Board
SUBJECT:	ADDITIONAL PR	ENDMENT 02 TO CA ARCHITECTS FOR OFESSIONAL SERVICES FOR THE STER ANNEX BUILDING CORBELS ECT, PHASE 2
REQUESTED ACTION:		
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent	
<b>SUMMARY</b> :		
	ter Annex Building Co	services contract to CA Architects for architectural rbels Removal Project. Subsequently on January 15, of the corbels project.
		amendment 02 to increase the professional services needed to complete the design documents for Phase 2
CONTINUED ON THE NEXT	$^{\circ}PAGE$	
STUDENT SUCCESS IMPA	ACT:	
÷	eve their educational,	professional and personal goals
Basic skills education	nt and training	
Workforce developme Transfer-level education		
Other: Provide new in		equipment
Ed. Code: Board	Policy: Es	timated Fiscal Impact: \$3,530.00 Measure Q Funds
SUPERINTENDENT'S RECOM	AMENDATION:	<ul><li>☑ APPROVAL</li><li>☐ DISAPPROVAL</li><li>☐ NOT REQUIRED</li><li>☐ TABLE</li></ul>
Lucky Lofton Executive Bonds M		
PRESENTER'S N		
4000 Suisun Valley Fairfield, CA 94	Road	
ADDRESS	754	Celia Esposito-Noy, Ed.D.
(707) 863-785	5	Superintendent-President
TELEPHONE NU		
Robert V. Diamo		
Vice President, Finance & A		November 18, 2020
VICE PRESIDENT AI	PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
November 6, 20	20	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

# AGENDA ITEM 13.(c) MEETING DATE November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT 02 TO CA ARCHITECTS FOR

ADDITIONAL PROFESSIONAL SERVICES FOR THE VACAVILLE CENTER ANNEX BUILDING CORBELS

**REMOVAL PROJECT, PHASE 2** 

# **SUMMARY:**

#### CONTINUED FROM THE PREVIOUS PAGE

During the development of the design documents needed for Phase 2 of the Corbel Removal Project changes needed to be made late in the design phase that required re-design of already completed work. This item requires additional design hours by the design team to complete Phase 2 of the Corbels Removal Project.

\$ 13,520.00	Original Contract Amount
\$ 12,100.00	Approved Amendment No. 1
\$ 3,530.00	Proposed Amendment No. 2
\$ 29,150.00	New Contract Amount

The Board is asked to approve this contract Amendment No. 2 to CA Architects in an amount not to exceed \$3,530.00.

# The contract is available online at:

 $\underline{http://www.solano.edu/measureq/2020/201118\%20Amend\%2002\%20CA\%20Arch\%20Scvs\%20BOT\%20Item.pdf}$ 

#### **AMENDMENT NO. 02 TO AGREEMENT**

#### **PARTIES**

This **SECOND** Amendment to Agreement ("Amendment") is made and entered into as of the 18<sup>th</sup> day of November, 2020 by and between the **Solano Community College District** ("District") and **CA Architects** ("Consultant"), collectively the ("Parties").

#### **RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 1, 2019, for architectural services related to the District's Vacaville Center Annex Building Corbels Removal Project ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on January 15, 2020 for the Vacaville Center Annex Corbels Removal Project Phase 2; and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services performed for the Vacaville Center Annex Corbels Removal Project Phase 2 ("Project"); and

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

#### **AGREEMENT**

- Section 3. Compensation of the Agreement is amended to read:
   District agrees to pay the Consultant for services satisfactorily rendered pursuant to
   this Agreement a total fee not-to-exceed TWENTY-NINE THOUSAND ONE
   HUNDRED FIFTY DOLLARS AND 00/100 (\$29,150.00). This fee is a total of the
   May 1, 2019 Agreement in the amount of \$13,520.00, Amendment #1 in the amount
   of \$12,100.00, and Amendment #2 in the amount of \$3,530.00. District shall pay
   Consultant according to the following terms and conditions:
  - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 2. Exhibit A description of the scope of work shall be amended to include the following:
  - Scope of work will also include additional assessment and design hours to determine the best waterproofing approach for the existing corbel conditions. Scope will also include additional design time to relocate one rainwater leader from the inside of one column, to the exterior of the column with all associated work.
- 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).

IN WITNESS the dates ind	WHEREOF, the parties hereto hat icated below.	ave accepted and agre	eed to this Amendment on
Dated:	, 2020	Dated:	, 2020
SOLANO CO DISTRICT	MMUNITY COLLEGE	CA ARCHITECTS	
Ву:		Ву:	
Print Name: Print Title:	Lucky Lofton Executive Bonds Manager	Print Name: Print Title:	

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.

AGENDA ITEM	13.(d)
<b>MEETING DATE</b>	November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the G	overning Board
SUBJECT:	SUBMITTED BY	APPROVAL OF CURRICULUM ITEMS AS THE CURRICULUM COMMITTEE, A E OF THE ACADEMIC SENATE
REQUESTED ACTIO	<u>N</u> :	
=	R	
SUMMARY:		
Committee, a subcomm	ittee of the Academic Sof f the Governing Board	tober, the Solano Community College Curriculum enate, approved the following curriculum-related is requested as required by <u>Title 5</u> , Chapter 6,
Basic skills educate	achieve their educational, tion pment and training	professional and personal goals
Ed. Code: <b>Title 5, Chapter</b> Impact: N/A	6, subchapter 2, beginning	g with §55100 Board Policy: 6100 Estimated Fiscal
SUPERINTENDENT'S RE	COMMENDATION:	
David William	The state of the s	
Vice President, Ac PRESENTER		
4000 Suisun V		
Fairfield, Ca		
ADDR		CELIA ESPOSITO-NOY, Ed.D. Superintendent-President
(707) 864		
TELEPHONE		
David Willian Vice President, Ac		November 18, 2020
VICE PRESIDEN		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
November	4, 2020	2
DATE SUBM		

SUPERINTENDENT-PRESIDENT

#### SOLANO COMMUNITY COLLEGE

# REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2020 semester in the month of October, 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 <u>Title 5</u>, Chapter 6, Subchapter 2, beginning with §55100.

**CONSENT ITEM** 

	None					
	ACTION ITEM					
	DE Addenda (see attached)					
	NEW COURSE					
	Course					
	COMM 051 Forensics Lecture					
	COURSE MODIFICATION					
	Course	Modification				
	COMM 050 Forensics Theory	Title, hours, units, content				
	COMM 001 Introduction to Public	Class Max from 25 to 30				
	Speaking	<del></del>				
	MATH 012: Mathematical Ideas	Hours				
	COURCE IN A CTIVATION					
	COURSE INACTIVATION					
Course						
	MATH 312 Mathematical Ideas Support					
	CURRICULUM REVIEW					
	Course					
	None					
	NEW PROGRAM					
	Program					
	Firefighter 1 Academy					
	PROGRAM MODIFICATION	B# - 415141				
	Program	Modification				
	None					
	PROGRAM INACTIVATION					
	Program					
	None					

AGENDA ITEM	13.(e)
MEETING DATE	November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:		Members of the Go	overning	Board	
SUBJECT:		ARTICULATION AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND OHIO UNIVERSITY, ATHENS, OHIO			
REQUESTED ACT	<u>ION</u> :				
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent			
at Chubb Hall 120, 1 Oby the Governing Board Degree in Registered Nenrollment to enable the A copy of the Agreemed Dean of the School of University Drive, Atheres	thio Univerd. The Mursing I se student will I f Health as, Ohio SS IMP achieve ucation relopme	versity Drive, Athens, O approval of this agreem Program at SCC via the ts to complete a Bachelobe available in the Offic Sciences, and in the offic 45701.  PACT: their educational, profest and training	Ohio 45702 ment benefice establish for of Science of the S offices of	I, is being present fits the students in ment of a transfer nce in Nursing deg superintendent-Pre Ohio University,	ad Ohio University, located ed for review and approval in the Associate in Science pathway using concurrent gree from Ohio University. Esident, in the Office of the Chubb Hall 120, 1 Ohio hals
	3 Goal:	Access and Success Bo	oard Polic	v: 3520 Estimate	ed Fiscal Impact: \$None
SUPERINTENDENT'S				APPROVAL NOT REQUIRED	☐ DISAPPROVAL
Sheila Ho Dean, School PRESEN	of Health	Sciences			
4000 Suist Fairfield	ın Valley l, CA 94:				
AD 707-: TELEPHO	DRESS 864-7108 DNE NUI	MBER			sito-Noy, Ed.D. dent-President
David W Vice President				Novemb	per 18, 2020
VICE PRESID					PROVED BY DENT-PRESIDENT
Novem  DATE SUI	ber 6, 20 BMITTE				

SUPERINTENDENT-PRESIDENT

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# Master Articulation Agreement Ohio University And Solano Community College

This Master Articulation Agreement ("Agreement") is entered into on November 19, 2020 (the "Effective Date") by Ohio University ("University"), with an address of Athens, OH 45701; and Solano Community College ("College"), with an address of 4000 Suisun Valley Road, Fairfield, CA 94534, collectively referred to as the "Parties."

**WHEREAS**, the Parties wish to provide a mechanism whereby students have access to a seamless educational path starting with an associate degree and leading to the completion of a baccalaureate degree; and

WHEREAS, the Parties wish to formalize this relationship herein and each time the Parties desire to add a degree program to this Agreement, they will enter into an addendum in the form attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Description of Articulation Program.
  - a. Definitions.
    - i. College Degree Program will be defined in each addendum.
    - ii. University Degree Program will be defined in each addendum.
    - iii. The standard articulation criteria ("Articulation Criteria") are:
      - (1) Completion of an associate degree and/or 60 semester hours.
      - (2) Achieving a minimum overall cumulative grade point average of 2.0 in the College Degree Program.
      - (3) Submission of an official College transcript.
      - (4) Technical and academic coursework beyond the associate degree (bridge coursework), including general education (Tier I and II) and program major requirements as detailed hereinafter.
      - (5) In accordance with University policy, the Agreement will ensure the minimum residency requirement of 30 semester hours and at least 50% of the major coursework at University: total of 120 credit hours for degree completion. To obtain this requirement, University courses may be delivered to complete the baccalaureate degree in the following modality (ies) and will be designated in addenda: [Online and on campus course offerings]. Credit earned by means of transfer courses does not count toward residence.

- (6) Courses for which the student is eligible to receive transfer credit will be based upon the addendum in place at the time the student applies to University.
- iv. The articulation benefits ("Articulation Benefits") are:
  - (1) Facilitate transfer of courses between the College and University.
  - (2) For those past or present students who meet Articulation Criteria, University will consider their applications for admission in accordance with standard University admission application evaluation criteria, while favorably recognizing students' accomplishments at the College. This Agreement does not guarantee a student's admission to the University or acceptance into the University Degree Program.
- b. <u>Articulation Benefits to Students</u>. University will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria. Articulation Criteria for which the student is eligible to receive transfer credit will be based upon the applicable addendum in effect the term the student is admitted to University for the University Degree Program at issue.
- c. <u>Accreditation of the College</u>. The College warrants that it is accredited by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges. The College will notify University if such accreditation ceases to exist.
- d. <u>Accreditation of the University</u>. University warrants that it is accredited by the Higher Learning Commission. University will notify the College if such accreditation ceases to exist.
- f. <u>Non-Exclusivity</u>. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- 2. Term and Termination.
  - a. <u>Term.</u> This Agreement will commence upon the Effective Date and will terminate naturally when all addenda hereto have expired.
  - b. <u>Termination</u>. Either party may terminate this Agreement thereby terminating all active addenda if a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of University, or (ii) the date that is 90 days after the notice that includes a description of the breach; provided in either case that the breaching party will be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.
  - c. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to University will continue to receive the benefits contemplated by the applicable addendum at the time of the student's enrollment at the University.
- 3. Ohio University and College do hereby agree to the following institutional terms:
  - a. University and College will exchange lists of current courses from which credit may be applied, copies of the master syllabi, and course outlines as deemed necessary, on an annual basis. Once reviewed, courses that meet direct equivalency standards from College to University will be added into the University system.

- b. All financial aid issues are the responsibility of the student. This Agreement does not guarantee the provision of any aid the student may seek upon application to University.
- c. Students are responsible for completing all University general education, major, and residency requirements.
- d. Upon admission to University, the students will be responsible for compliance with all applicable university rules, policies and procedures.
- e. This Agreement defines the respective rights and responsibilities of University and College and does not confer any rights or entitlements upon any individual students.

#### 4. Miscellaneous

- a. <u>Severability</u>. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. <u>Jurisdiction</u>: The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof in an Ohio court.
- d. <u>Survival</u>. Sections 2.c. and this Section 4 will survive termination or expiration of this Agreement.
- e. <u>Notices</u>. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section):

<u>To the University</u>: To the College:

Ohio University Solano Community College

Undergraduate Admissions Senior Vice Provost for Strategic Enrollment Management 120 Chubb Hall Athens OH 45701-2979 Vice President, Academic Affairs 4000 Suisun Valley Road Fairfield, CA 94534

f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.

- g. <u>Assignment</u>. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. <u>Complete Agreement; Integration</u>. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. <u>Counterparts</u>; <u>Facsimile Signatures</u>. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- j. <u>Independent Contractors</u>. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. <u>Compliance with Laws</u>. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

# **SIGNATURES**

By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Elizabeth Sayrs, Ph.D.

[date]

Ohio University, Executive Vice President and Provost

Candace J. Boeninger

[date]

Ohio University, Interim Vice Provost for Strategic Enrollment Management

David Williams, Ph.D.

[date]

October 15, 2020

Solano Community College, Vice President for Academic Affairs

Approved as to form:

Jessica Holliday

[date]

Ohio University, Associate Director for Transfer Credit and Articulation Management

# Solano Community College – Ohio University Plan

Ohio University has a three tiered General Education Requirement that all baccalaureate degree students must fulfill. Tier 1 course requirements build your quantitative and English composition skills; Tier 2 course requirements increase your breadth of knowledge; and the Tier 3 course requirement develops your ability to interrelate, synthesize, and integrate knowledge from different academic disciplines.

Following this guide as you plan your transfer to Ohio University will allow you to complete your Tier 1 and 2 General Education requirements while at Solano Community College. The junior level Tier 1 English course and the Tier 3 course requirement must be completed at Ohio University. **Please note:** This is not an exhaustive list of transfer courses. In fact, every college level course at Solano Community College is transferable to Ohio University.

# Tier 1 General Education Requirements

#### Quantitative Skills (1M)

Take at least 1 course from this list

Any Ohio University MATH course numbered 1060 or above satisfies the Tier 1 quantitative skills requirement. Any of the Solano Community College courses listed below satisfies this requirement.

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
MATH 002 Algebra for Calculus (College Algebra)	4.0	MATH 1200 College Algebra	4.0
MATH 004 Precalculus and Trigonometry	6.0	MATH 1300 Pre-Calculus	6.0
MATH 011 Elementary Statistics	4.0	MATH 2500 Introduction to Statistics	4.0
MATH 051 Trigonometry	3.0	MATH 1322 Elementary Applied Mathematics II	3.0
PHIL 001 Introduction to Critical Thinking and Reasoning	3.0	PHIL 1200 Principles of Reasoning	3.0

#### **English Composition (1E)**

Take at least 1 course from this list

A freshman composition course and a junior level composition course are required.

Any of the Solano Community College courses listed below satisfies the freshman requirement.

The junior level course must be taken at Ohio University.

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
ENGL 001 College Composition	4.0	ENG 1510 Writing & Rhetoric	4.0

# Tier 2 Breadth of Knowledge

Students are required to complete a total of 21 semester hours from an approved list of courses in the following six distribution areas:

- Applied Science and Mathematics (2AS)
- Cross-Cultural Perspectives (2CP)
- Fine Arts (2FA)
- Humanities and Literature (2HL)
- Natural Sciences (2NS)
- Social Sciences (2SS)

#### Within these six areas, you must meet the following requirements:

- You are required to take at least 2 semester hours in all six areas.
- You may satisfy no more than two of the required six areas with courses from the same department/school.
- You may satisfy no more than 8 semester hours of the 21 semester hours with courses from the same department/school.

#### **Applied Science and Mathematics (2AS)**

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
BIO 014 Principles of Microbiology	4.0	BIOS 2210 and BIOS 2225 Microbes and Humans and Lab	4.0
BIO 025 Human Genetics	3.0	BIOS 2250 Genetics in Human Society	3.0
MATH 020 Analytic Geometry and Calculus I	5.0	MATH 2301 Calculus I	5.0
MATH 021 Analytic Geometry and Calculus II	5.0	MATH 2302 Calculus II	5.0
MATH 030 Business Calculus I	3.0	MATH 1350 Survey of Calculus	3.0
NUTR 010 Nutrition	3.0	NUTR 1000 Introduction to Nutrition	3.0

#### **Cross-Cultural Perspectives (2CP)**

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
ANTH 002 Cultural Anthropology	3.0	ANTH 1010 Introduction to Cultural Anthropology	3.0
COMM 010 Intercultural Communication	3.0	COMS 1100 Communication Among Cultures	3.0
HIST 002 World History to 1500	3.0	HIST 1320 Introduction to World History Before 1750	3.0
HIST 003 World History since 1500	3.0	HIST 1330 Introduction to World History Since 1750	3.0

#### Fine Arts (2FA)

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
ART 001 Art History	3.0	AH 2110 History of Art I	3.0
ART 002 Art History	3.0	AH 2120 History of Art II	3.0
ART 010 Art Appreciation	3.0	ART 1100 Seeing and Knowing the Visual Arts	3.0

### Fine Arts (2FA) Continued

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
MUSC 001 Beginning Theory I	4.0	MUS 1010 Music Theory I	4.0
MUSC 005 Music Fundamentals	3.0	MUS 1000 Introduction to Music Theory	3.0
MUSC 008 Music Appreciation	3.0	MUS 1220 Exploring Musical Styles	3.0
THEA 001 Acting I	3.0	THAR 1130 Acting Fundamentals I	3.0
THEA 005 Applied Drama	2.0	THAR 1710 The Theatrical Experience	2.0
THEA 006 Intro to Theatre	3.0	THAR 1710 The Theatrical Experience	3.0

### **Humanities and Literature (2HL)**

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
COMM 001 Intro to Public Speaking	3.0	COMS 1030 Fundamentals of Public Speaking	3.0
ENGL 018 Introduction to Mythology	3.0	CLAS 2340 Classic Mythology	3.0
HIST 004 History of Western Civilization to 1500	3.0	HIST 1210 Western Civilization: Antiquity to 1500	3.0
HIST 005 History of Western Civilization since 1500	3.0	HIST 1220 Western Civilization: Modernity from 1500	3.0
PHIL 003 Intro to Philosophy	3.0	PHIL 1010 Fundamentals of Philosophy	3.0

# Natural Sciences (2NS)

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
ANTH 001 Physical Anthropology	3.0	ANTH 2010 Introduction to Biological Anthropology	3.0
ASTR 010 General Astronomy	3.0	ASTR 1000 Survey of Astronomy	3.0
ASTR 020 Astronomy Laboratory	1.0	ASTR 1400 Observational Astronomy Laboratory	1.0
ASTR 030 The Solar System	3.0	ASTR 1001 Moons and Planets: The Solar System	3.0
BIO 002 Cell and Molecular Biology	5.0	BIOS 1700 and BIOS 1705 Biological Sciences I: Molecules and Cells and Lab	5.0
BIO 003 Evolution, Ecology & Biodiversity	5.0	BIOS 1710 and BIOS 1715 Biological Sciences II: Ecology, Evolution, Animal Body Systems and Lab	5.0
BIO 004 Human Anatomy <b>AND</b> BIO 005 Human Physiology	10.0	BIOS 1300 and BIOS 1310 Principles of Human Anatomy & Physiology I & II	10.0
BIO 015 Introduction to Biology	4.0	BIOL 1010 Principles of Biology	4.0
BIO 016 and BIO 016L Introduction to Human Biology and Lab	4.5	BIOS 1030 Human Biology I: Basic Principles	4.5
CHEM 001 General Chemistry I	5.0	CHEM 1510 Fundamentals of Chemistry I	5.0
CHEM 002 General Chemistry II	5.0	CHEM 1520 Fundamentals of Chemistry II	5.0
CHEM 010 Intermediate Chemistry I	4.0	CHEM 1210 Principles of Chemistry I	4.0
CHEM 011 Basic Organic and Biochemistry	4.0	CHEM 1220 Principles of Chemistry II	4.0

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### Natural Sciences (2NS) Continued

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
GEOG 001 and GEOG 001L Physical Geography	4.0	GEOG 1100 Physical Geography	4.0
GEOL 001 Physical Geology <b>AND</b> GEOL 002 Geology Laboratory	4.0	GEOL 1010 How the Earth Works	4.0
PHSC 012 Introduction to Principles of Physical Science	4.0	PSC 1011 Physical World	4.0
PHYS 002 General Physics I (non-calculus)	5.0	PHYS 2001 Introduction to Physics I	5.0
PHYS 004 General Physics II (non-calculus)	5.0	PHYS 2002 Introduction to Physics II	5.0
PHYS 006 Physics for Science and Engineering I	5.0	PHYS 2051 General Physics I	5.0

#### Social Sciences (2SS)

Take at least 1 course from this list (minimum of 2.0 semester hours)

Solano Community College Course	Sem. Hours	Ohio University Equivalent Course	Sem. Hours
CDFS 038 Child Growth and Development	3.0	EDCE 1600 Introduction to Child Development	3.0
CDFS 070 Lifespan Human Development	3.0	EDCE 1600 Introduction to Child Development	3.0
ECON 001 Principles of Economics	3.0	ECON 1040 Principles of Macroeconomics	3.0
ECON 002 Principles of Economics	3.0	ECON 1030 Principles of Microeconomics	3.0
GEOG 002 Cultural Geography	3.0	GEOG 1200 Human Geography	3.0
GEOG 004 World Geography	3.0	GEOG 1300 World Regional Geography	3.0
HIST 017 History of the United States to 1877	3.0	HIST 2000 Survey of US History, 1600-1877	3.0
HIST 018 History of the United States from 1865	3.0	HIST 2010 Survey of US History, 1865-Present	3.0
PLSC 001 Intro to American Government and Politics	3.0	POLS 1010 Politics in the United States	3.0
PLSC 004 Intro to Political Science	3.0	POLS 1500 or POLS 1600	3.0
PSYC 001 Intro to Psychology	3.0	PSY 1010 General Psychology	3.0
SOC 001 Intro to Sociology	3.0	SOC 1000 Introduction to Sociology	3.0
SOC 002 Social Issues and Problems	3.0	SOC 2000 Contemporary Social Problems	3.0

Solano Community College 2020-2021 Online Catalog Ohio University 2020-2021 Online Catalog Subject to change without notice.

Last Updated: 07/14/2020

# Addendum

# <u>to the</u>

# Master Articulation Agreement by and between

# Ohio University and Solano Community College

This Addendum to the Master Articulation Agreement ("Addendum") is entered into on November 19, 2020 (the "Effective Date") by Ohio University ("University"), with an address of Chubb Hall 120, 1 Ohio University Drive, Athens, OH 45701; and Solano Community College ("College"), with an address of 4000 Suisun Valley Road, Fairfield, CA 94534, collectively referred to as the "Parties."

**WHEREAS**, University and College entered into a Master Articulation Agreement effective November 19, 2020 ("Agreement");

**WHEREAS**, the Parties wish to supplement the Agreement to allow for students of the College to be eligible for articulated course credits at University; and

WHEREAS, the terms contained in this Addendum are specific to the degree program at each institution as set forth below.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Degree Program(s).

- a. College: Associate in Science Degree in Nursing (ADN) ("College Degree Program")
- b. University: **Bachelor of Science in Nursing (Online RN to BSN)** ("University Degree Program")
- 2. <u>Term.</u> This Addendum will commence on November 19, 2020 and terminate on June 30, 2022.
- 3. The University Degree Program will be delivered in the following modality(ies): Online course offerings.
- 4. The College Degree Program is accredited by the following accrediting body/program certification: Accrediting Commission for Community and Junior Colleges (ACCJC) Western Association of Schools and Colleges and California Board of Registered Nursing.
- 5. Designated representatives from each institution will confer annually to review this Addendum as necessary, based on curriculum changes. Articulation courses may be added or removed from the articulation table at that time.
- 6. This Addendum defines a pathway by which a student could articulate the College Degree Program into the University Degree Program. Due to individual student factors, including but not limited to part-time or full-time status, need for developmental coursework, scheduling and availability of courses, all students may not be able to complete the listed pathway in the time projected. This Addendum does not guarantee the completion of a baccalaureate in four years, or in two years beyond the associate degree level.

# **SIGNATURES**

By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Elizabeth Sayrs, Ph.D.	[date]
Ohio University, Executive Vice President and Provost	
D. D. 1417	F1 . 1
Dr. Randall Leite	[date]
Ohio University, Dean, College of Health Sciences and Professions	
Dr. Deborah Henderson	[date]
Ohio University, Director, School of Nursing	
116	
Cave Aw	0 4 1 15 2020
	October 15, 2020
David Williams, Ph.D.	[date]
Solano Community College, Vice President for Academic Affairs	
Approved as to form:	4044540000
Servico Holliday	10/15/2020
Jessida Holliday	[date]
Ohio University, Associate Director for Transfer Credit and Articulati	on Management

# **Ohio University Plan**

### Bachelor of Science in Nursing Online Program Pathway

The Ohio University School of Nursing RN to BSN program is designed especially for registered nurses (RNs) who want to further their education and advance their career by earning a bachelor's degree in nursing (BSN). We realize that nurses juggle multiple demands — career, family and classes — and carving out time to drive to campus and sit for a lecture can be a challenge. The online RN to BSN program provides flexibility to earn a valuable degree through anytime anywhere learning.

#### Online Convenience. Ohio University Quality.

- Start your RN to BSN courses regardless of how many prerequisites you have completed.
- Review study materials and submit assignments online.
- Learn from distinguished professors while having the daily support of an academic advisor.
- Complete each nursing course in only 5 weeks using our media-rich online learning system.

# Admission Requirements

- Applicants must be a graduate of an approved program (or its equivalent) that prepares individuals to sit for the
  registered nurse licensing exam (NCLEX-RN) and be a resident of one of the Ohio University authorized states. Check
  undergraduate admissions website or call the School of Nursing for a list of current states.
- Earned a state approved, regionally accredited associate degree or diploma program in nursing.
- Students must also have native or transfer credit for ENG 1510 to be admitted to the major.
- Combined 2.0 GPA from all prior college-level coursework.
- Official transcripts sent directly to Ohio University from all colleges and universities you have attended

#### **Application Information**

Apply Online

(\$25 non-refundable application fee due at application)

#### Submit all college-level transcripts to:

Undergraduate Admissions Ohio University 120 Chubb Hall 1 Ohio University Drive Athens, OH 45701

# Ohio University Contact Information

**Undergraduate Admissions** 

admissions@ohio.edu

740.593.4100

E-mail general questions to

transfer@ohio.edu

### **Degree Requirements**

To qualify for the Bachelor of Science in Nursing degree, a student must have completed all Ohio University graduation requirements. You may have met many of these requirements during your previous nursing education program. Students must earn a minimum of 30 semester credit hours of Ohio University credit and complete a minimum of 50% of the nursing course requirements at Ohio University.

# Tier I General Education Requirements

#### **Courses completed through Solano Community College**

General education requirement courses that may also satisfy program requirements are inside brackets.

OHIO Course Name	OHIO Course Number	Solano Course Number
Tier I English Composition (1E)	[ENG 1510]	[ENGL 001]
Tier I Quantitative Skills (1M)	[MATH 2500]	[MATH 011]
Tier I Junior Composition (1J) (OHIO Online only)	Select available junior composition	
	course.	

### Tier II General Education Requirements

**Courses completed through Solano Community College** 

Complete 21 semester hours with a minimum of 2 credit hours in each of the 6 areas

General education requirement courses that may also satisfy program requirements are inside brackets.

OHIO Course Name	OHIO Course Number	Solano Course Number
Choose one of the following Applied Science &	Work with Advisor for available	[BIO 014], BIO 025; MATH 020, MATH 021,
Math courses (2AS):	course selection	MATH 030; [NUTR 010]
Choose one of the following Cross-Cultural	Work with Advisor for available	ANTH 002; COMM 010; HIST 002, HIST 003
Perspectives courses (2CP):	course selection	
Choose one of the following Fine Arts courses	Work with Advisor for available	ART 001; ART 002; ART 010; MUSC 001,
(2FA):	course selection	MUSC 005, MUSC 008; THEA 001, THEA
		005, THEA 006
Choose one of the following Humanities &	Work with Advisor for available	COMM 001; ENGL 018; HIST 004,
Literature courses (2HL):	course selection	HIST 005; PHIL 003
Choose one of the following Natural Sciences	Work with Advisor for available	ANTH 001; ASTR 010, ASTR 020, ASTR 030;
courses (2NS)	course selection	BIO 002, BIO 003, [BIO 004 and BIO 005],
		BIO 015, BIO 016 and BIO 016L; [CHEM
		001], [CHEM 002], [CHEM 010], [CHEM
		011]; GEOG 001 and GEOG 001L; GEOL
		001 and GEOL 002; PHSC 012; PHYS 002,
		PHYS 004, PHYS 006
Choose one of the following Social Sciences courses	Work with Advisor for available	[CDFS 038, CDFS 070]; ECON 001, ECON
(2SS):	course selection	002; GEOG 002, GEOG 004; HIST 017, HIST
		018; PLSC 001, PLSC 004; [PSYC 001]; [SOC
		001], SOC 002

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# **Nursing Support Courses**

#### Courses completed through Solano Community College or OHIO online

General education requirement courses that may also satisfy program requirements are inside brackets. Courses marked with \* may be substituted to satisfy program requirements.

OHIO Course Name	OHIO Course Number	Solano Course Number
English Composition	[ENG 1510]	[ENGL 001]
Elementary Statistics	[MATH 2500] or PSY 1110	[MATH 011]
Elementary Microbiology	[BIOS 2210] or BIOS 2010	[BIO 014]
Introduction to Nutrition	[NUTR 1000]	[NUTR 010]
General Psychology	[PSY 1010]	[PSYC 001]
Introduction to Sociology	[SOC 1000]	[SOC 001]
Introduction to Child Development and Adolescent Psychology	[EDEC 1600] or PSY 2410	[CDFS 038] or [CDFS 070]
Principles of Anatomy and Physiology	[BIOS 1300, BIOS 1310]	[BIO 004 and BIO 005]
	[CHEM 1210] or [CHEM 1220] or [CHEM 1510] or CHEM 1205* and CHEM 1205L*	[CHEM 010] or [CHEM 011] or [CHEM 001] or CHEM 012*

# Nursing Major Requirements

#### **Courses completed through OHIO**

OHIO Course Name	OHIO Course Number	Solano Course Number
Professional Nursing Practice	NRSE 4510	
Health Assessment and Promotion	NRSE 4520	
Family Nursing	NRSE 4530	
Community Health Nursing	NRSE 4540	
Evidence-based Nursing Practice	NRSE 4550	
Gerontologic Nursing Care	NRSE 4560	
Diversity	NRSE 4570	
Leadership in Nursing	NRSE 4580	
Nursing Excellence (NRSE 4600 completes OHIO's Tier III General Education Requirement)	NRSE 4600	

The information on this guide is based on the catalog requirements posted in the 2020-2021 Ohio University catalog and related Solano Community College equivalents as of the Last Updated date. All information is subject to change without notice. Students must complete a minimum of 120 total semester hours and are responsible for tracking their degree completion on their DARS and are encouraged to work with an Ohio University academic advisor in their degree planning. Courses are subject to availability at each institution. It is suggested that students meet with CPM/Advisor to discuss course selection based on offered options.

Last Updated: 07/14/2020





# Memorandum of Agreement Between Solano Community College and Ohio University

#### Preamble

Solano Community College (SCC) and Ohio University (OHIO) agree to enter into a new dialogue to consider regional opportunities for collaboration in the delivery of programs that can expand access and opportunity for area students, especially when such collaboration could measurably improve the economic future of a large number of local community residents. The goal of this new inter-institutional dialogue will be to identify additional ways to jointly support the development of a more highly educated and competitive regional workforce, which is capable of meeting the needs of both new and existing enterprises across the region.

#### Shared Vision

The shared vision that supports this new initiative is an interest in expanding access to academic programs and courses, as well as the pursuit of lifelong work-related learning. SCC and OHIO acknowledge the following common environment in which they now operate:

- The States of Ohio and California and its employees need a workforce that is well prepared, at various educational levels, in order to compete in a highly competitive, global economy;
- The aspirations and needs of learners in the workforce have changed profoundly in the last decade, requiring new responses from higher education institutions;
- Place-bound working adults, and others with limited options, need more opportunities to pursue different higher education options, near their homes and employers, that will allow them to take advantage of programs and other resources in a cost effective, flexible manner:
- For higher education institutions, the time has come to try to identify more ways to: (1) more seamlessly transfer/move students between different higher education institutions, and (2) to provide access to needed programs to students, where they already live and work, rather than to require or expect students to relocate in order to pursue their educational goals.

Therefore, the overarching objective of this dialogue will be to develop a successful new higher education model for collaboration and cooperation that can support increased regional economic development, through effective lifelong and comprehensive workforce development services, and that can encourage more residents to pursue additional higher education.

### Scope and Nature of the Dialogue

SCC and OHIO desire to explore various reciprocal options that will lead to the development of a new strategic partnership that focuses on expanding learning opportunities for students, through collaborative use of mutually selected curricula, learning programs, and courses. The best discussions will be those that reveal value-adding capabilities meaningful to each institution's existing constituent base, as well as to discover new and common constituents with education needs to which both institutions can contribute solutions.

Each institution agrees to communicate frequently during the dialogue to build a complementary and meaningful relationship and to seriously consider suggested options. Discussions will include a wide range of stakeholder individuals from both inside and outside of the institutions in order to assure an effective regional assessment of needs and possible responses.

We recognize that, although both institutions are subject to California's Public Record Act and Ohio Revised Code open records statutes, we agree to exercise prudent caution with respect to disseminating information internally or externally, which may lead to incorrect public perceptions about program service options that are being considered.

My signature below indicates that I concur with the provisions of this Memorandum of Agreement.

Elizabeth Sayrs, Ph.D.
Ohio University, Executive Vice President and Provost

10/15/2020

David Williams, Ph.D.
Solano Community College, Vice President for Academic Affairs

AGENDA ITEM	13.(f)
MEETING DATE	November 18, 2020

## SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board		erning Board
SUBJECT:		INSIDE TRACK, INC CONTRACT FOR SERVICE	
REQUESTED ACT	<u>ΓΙΟΝ</u> :		
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent	
impact of COVID-19 Coaching Services, create a plan to get the will connect students focusing on their edu STUDENT SUCCE	9. Emerge as a responsive frough a just with resource to actional graph achieve the ducation velopmen	ency Coaching, a hybronse to the current criob loss or other obstace ources to help them adopads.  ACT: heir educational, profestational and training	oaching services to students to help navigate the id of Inside Track's Success and Crisis Support isis. Emergency Coaching will help students to les like transitioning to online learning. Coaches dress their immediate needs in order to continue ssional and personal goals
Ed. Code:	Board	Policy:	Estimated Fiscal Impact: None
SUPERINTENDENT'S	S RECOM	MENDATION:	
Vice Preside PRESEN 4000 Suis	Cooper, Psynt Student S ITER'S NA sun Valley F ld, CA 9453	Services  ME  Road	
AI (707	ODRESS ) 864-7159		Celia Esposito-Noy, Ed.D. Superintendent-President
	ONE NUM Cooper, Psy		November 18, 2020
VICE PRESI		PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	JBMITTEI		

SUPERINTENDENT-PRESIDENT

# INSIDE TRACK, INC

The following terms and conditions constitute the binding and enforceable Agreement between Solano College ("School") and InsideTrack governing InsideTrack's provision of the Services to the Students as facilitated by the School.

- 1. **DEFINITIONS**. The following terms, when capitalized, shall have the meanings set forth below:
- 1.1 "**Agreement**" means this Contract for Service and any other exhibits, collectively. The Parties acknowledge that the provision of Services may be conditioned upon Student's acceptance of additional terms of service as may be mutually agreeable between Inside Track and Students.
  - 1.2 "Effective Date" means the signature date set forth on the last page of this Contract.
  - 1.3 "Parties" means School and InsideTrack collectively.
- 1.4 "Services" is defined in Schedule A attached hereto and may include more than one type of services.
- 1.5 "Student" means the person receiving the Services. If the Services include agreement by InsideTrack to train individuals designated by the School to improve and develop their capability using InsideTrack's coaching methodology, platform, or materials, the individuals receiving instruction are considered "Students" for purposes of this Agreement, and the School's payment to InsideTrack for these training services shall be treated as a payment on behalf of such Students.
  - "Coach" means an InsideTrack employee or contractor providing the Services.
- 2. **TERM OF CONTRACT.** This Agreement will begin on the effective date and will end on July 31, 2021 ("Term").
- 3. AUTHORIZED REPRESENTATIVE. No later than the commencement of the Services, each Party will designate a person ("Authorized Representative") to whom all communication regarding the implementation and provision of the Services will be addressed, and who will have the authority to act on each Party's behalf in all matters regarding this Agreement. The Authorized Representative shall: a) serve as the interface for each Party; b) attend status meetings, as needed; c) obtain and provide applicable information, data, decisions and approvals as required by InsideTrack to perform the Services within two business days of a request by InsideTrack; and d) help resolve issues regarding the Services and, if necessary, escalate within each Party. The Authorized Representative from each Party agrees to inform the other Party of any significant changes in leadership or of key stakeholders related to the Agreement and to make reasonable efforts to aid as necessary during a transition in leadership.
- 4. **Service Fees and Payment Terms.** School will pay InsideTrack the fees according to the Payment Schedule set forth in Schedule A, for the benefit of Students receiving the Services. Consistent with InsideTrack's obligations under the Higher Education Act (34 CFR §668.14(b)(22)(i), the Service Fees are not tied to measurements of Enrollment or Retention of Students. A 3% late fee, or the legal maximum, will be applied to the net due amount if payment is not received within 30 days past the due date (60 days past the invoice issuance date). In the event School disputes any portion of an invoice, School shall submit to InsideTrack the full payment of the undisputed portion of the invoice, along with written documentation that supports the disputed amount. Disputes must be received by InsideTrack within 60 days of the payment due date or the right to dispute that payment will be deemed waived.
- 5. RAMP-UP OF AND IMPLEMENTATION OF SERVICES. InsideTrack's provision of the Services is dependent upon School's ongoing collaboration and cooperation during the Ramp-Up and Implementation of the Services. The Parties acknowledge that ongoing collaboration between InsideTrack and School is critical to the successful provision of the Services. Any delay in performance of School's responsibilities

will result in a delay of the Services Start Date for an amount of time proportionate to the delay and may require modification of the timeline to reflect the impact of the delay.

- Impact Study. InsideTrack seeks to better analyze and understand longitudinal outcomes obtained through the usage of its Emergency Coaching Services outlined in the accompanying Schedule A to continue to improve the focus and quality of its these Services provided to students on Client's behalf. InsideTrack may design and execute an efficacy study related to the impact of InsideTrack's Emergency Coaching Services, at InsideTrack's expense (a "Study"). The Study may investigate outcomes achieved by students utilizing the Services or estimates of costs per outcome achieved. The parties agree that InsideTrack may utilize Client Materials and/or Student Information in furtherance of a Study, including but not limited to enrollment, withdrawal, federal financial aid eligibility status or usage, race/ethnicity, basic demographics, military status, college GPA, credits earned, major declared, academic standing, InsideTrack may also share Client Materials and/or Student Information with third parties as necessary to conduct a Study, so long as such third parties are subject to nondisclosure agreements that are no less protective than the Agreement. Client may provide input for consideration to InsideTrack regarding the design of the Study. InsideTrack and Client will coordinate in good faith to obtain any necessary Institutional Review Board approval for the Study, at InsideTrack's expense. InsideTrack shall share the results of a Study with Client, but such results shall remain the Confidential Information of InsideTrack (except to the extent the results contain or reveal Confidential Information of Client or Student Information, which remains the property of Client). InsideTrack may include Client's name and any logo provided by Client in connection with the Study or materials related thereto, so long as Client complies with any written brand quidelines provided by Client. Notwithstanding Section 11.3, InsideTrack may retain Confidential Information or Student Information until the completion of the Study, but such period shall not exceed seven (7) years from the later of the expiration or termination of either (a) this Agreement or (b) any final Statement of Work between InsideTrack and Client.
- 7. **MODIFICATION OF AGREEMENT.** From time to time during the Term, School and InsideTrack may mutually agree to amend the Agreement to preserve the objectives of the relationship between the Parties. Such amendment must be made in writing signed by an Authorized Representative of both Parties. Notwithstanding the foregoing, no changes to the Services shall occur less than 45 days prior to the Services Start Date. If the Parties desire to expand the scope of Services, the Parties may do so under a separate master agreement.

#### 8. WARRANTY AND DISCLAIMER OF WARRANTIES.

- 8.1 **Limited Warranty.** InsideTrack represents and warrants that it will use commercially reasonable efforts to perform the Services in a professional and workmanlike manner. If InsideTrack breaches the foregoing warranty and School notifies InsideTrack of such breach within ten (10) days after the completion of the Services in question, then, as School's sole and exclusive remedy and InsideTrack's entire liability arising from or related to such breach, InsideTrack will promptly re-perform the Services at no cost to School.
- 8.2 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, INSIDETRACK DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE; AND NEITHER ASSUMES NOR ACCEPTS ANY LIABILITY TO SCHOOL OR ITS STUDENTS OR OTHERS WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF THE SERVICES OR ANY DELIVERABLES, OR ANY RESULTS TO BE ACHIEVED BY THE USE OF THE SERVICES AND ANY DELIVERABLES OR OTHER INFORMATION FURNISHED TO SCHOOL. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND REGARDLESS OF ANY BENCHMARKING OR PERFORMANCE MEASUREMENT THAT MAY BE CONDUCTED UNDER THIS AGREEMENT, INSIDETRACK MAKES NO REPRESENTATIONS REGARDING ENROLLMENT OR

RETENTION RATES THAT MAY RESULT FROM THE DELIVERY OF THE SERVICES AND WILL NOT BE LIABLE FOR ANY FAILURE OF THE SERVICES TO MEET SCHOOL'S EXPECTATIONS WITH RESPECT TO SUCH RESULTS.

- 8.3 LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH BREACHES OF SECTION 10.3 OR IN CONNECTION WITH ANY INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. INSIDETRACK'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SCHOOL TO INSIDETRACK IN THE PRECEEDING 12 MONTHS UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THESE TERMS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.
- 9. INDEMNIFICATION. To the extent permitted by law, each party with indemnify and hold the other harmless from and against any and all damages, losses, liabilities, costs and expenses resulting from (and will defend the indemnified party from) any claim, suit, dispute, or proceeding brought by a third party arising from or relating to the indemnifying party's breach of this Agreement, actual or alleged infringement of any third party intellectual property rights, or violation of law arising out of or related to this Agreement or the Services provided hereunder (a "Third-Party Claim"). The indemnifying party will (i) provide prompt notice to the indemnifying party of the existence of such Third-Party Claim; (ii) tender control of the defense to the indemnifying party, provided that neither party may enter into any settlement affecting the other party's interests without that party's consent; and (iii) provide reasonable assistance to the indemnifying party in the defense of such Third-Party Claim. If InsideTrack believes that the Services have or may become the subject of a Third-Party Claim, InsideTrack may (a) obtain a license to continue providing such Services; (b) modify the Services such that they are no longer infringing; or (c) if neither of the foregoing are reasonably practicable after InsideTrack's application of commercially reasonable efforts, terminate this Agreement upon written notice to School.
- DISPUTE RESOLUTION. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall first be resolved by a meeting between the senior representatives from each Party. If the senior representatives are unable to resolve the dispute, then, unless prohibited by applicable law, the Parties shall proceed to a final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the American Arbitration Association (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The arbitration hearing shall be held in Portland, Oregon. Any decisions made shall be in the form of a principled written opinion. Each Party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the Parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Provision, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence. If School is prohibited by law from entering into an arbitration agreement, a party may file suit in a court having jurisdiction over School.

#### 11. OWNERSHIP AND CONFIDENTIALITY

- Proprietary Rights of InsideTrack. Subject to the specific rights provided to School 11.1 hereunder. InsideTrack shall have sole and exclusive ownership of all right, title, and interest in and to the specific proprietary materials and methodology used by InsideTrack for providing the Services hereunder, all media and documentation relating to the design, development, operation, testing, or use of the Services or any additions or modifications thereto, all media and documentation relating to the training and evaluation of InsideTrack personnel, all data and analyses related to InsideTrack's performance of the Services ("InsideTrack Materials"), and all intellectual property rights associated therewith (including, without limitation, rights to patents, copyrights, trade secrets, and know-how). Upon InsideTrack's request, School agrees to execute such further instruments and take such further action as InsideTrack may reasonably request to effect ownership of any of the InsideTrack Materials and intellectual property rights. The InsideTrack name, logo, the product names associated with the Services and the proprietary methodologies associated with the Services are trademarks of InsideTrack, and no right or license is granted to use them except by express written permission of InsideTrack. If InsideTrack is delivering InsideTrack Materials to School as part of a coaching, consulting, or training Service, provided that School makes all payments to InsideTrack and is not otherwise in breach of this Agreement, InsideTrack grants to School a nonexclusive, nontransferable, irrevocable, royalty-free license to use or adapt the InsideTrack Materials solely for its own internal use. School may not externally publish or distribute such InsideTrack Materials unless required by law and only after having given written notice to InsideTrack. School may not use or create derivative works of the InsideTrack Materials without attribution to InsideTrack. Participation in an InsideTrack coaching training program does not authorize School to use the InsideTrack Materials to train on the InsideTrack methodologies without completing InsideTrack's Trainer Certification program and paying any applicable fees related to the program. Any additional use of InsideTrack Materials without InsideTrack's prior written consent that is beyond the scope of this Section will be deemed a breach of this Agreement and of InsideTrack's intellectual property rights.
- 11.2 **Proprietary Rights of School.** Subject to the specific rights provided to InsideTrack hereunder and excluding all InsideTrack Materials, School shall have sole and exclusive ownership of all right, title and interest in and to any and all student personally-identifiable information disclosed by School to InsideTrack ("School Materials"). Except to the extent necessary to perform and analyze the Services, InsideTrack agrees not to publish, circulate, or disseminate School Materials without the prior written consent of School, which consent may be withheld in School's sole discretion.
- Confidentiality. InsideTrack and School each agree to maintain in confidence all information disclosed by one Party to the other and conspicuously marked as "confidential" (the "Confidential Information"). Regardless of whether marked, all InsideTrack Materials and the specific terms of this Agreement shall be the Confidential Information of InsideTrack. Each Party agrees to use the same security measures to protect the other Party's confidential information as it uses to protect its own confidential information. Each Party further agrees not to disclose such information to anyone other than those of its employees and independent contractors who have a need to know such information in connection with this Agreement. Upon completion of the Services under this Agreement, unless School and InsideTrack enter into a further signed, written service agreement for the extended use of the Services, (i) School agrees to return all InsideTrack Materials upon reguest by InsideTrack, and (ii) InsideTrack agrees to return all School Materials upon request by School; furthermore, each Party agrees to certify its compliance with such respective obligations if requested by the other Party. The foregoing confidentiality obligations shall not apply to any information generally available to the public, lawfully received from a third party without any obligation of confidentiality, known by the receiving Party prior to receiving the Confidential Information from the disclosing Party, independently developed or obtained without reliance on the other Party's information, or approved for release by such Party without restriction. Notwithstanding anything to the contrary in this Agreement, InsideTrack will have the right to freely use and disclose non-personally identifiable data and analyses of the performance and results of the Services for its business and marketing purposes.
  - 11.4 Remedies Cumulative. Each Party shall have and may cumulatively exercise all rights it

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may have at law or in equity for the protection of the InsideTrack Materials, the School Materials, and the Services, including an injunction enjoining the breach or threatened breach of this Section.

- 12. **Compliance with the Higher Education Act.** InsideTrack certifies that it is in compliance with 34 CFR §668.14(b)(22)(i), regulations regarding prohibitions on incentive compensation.
- 13. FERPA. InsideTrack and School acknowledge that they are subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), for the handling of such information. InsideTrack will not disclose or use any student information except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA.
- **TERMINATION.** This Agreement will expire at the end of the Agreement Term or at any time by the mutual, written agreement of the Parties. In addition, either Party may terminate this agreement at any time if the other Party has failed to cure a material breach within fifteen (15) days after receiving written notice thereof from the non-breaching Party, or if said breach by its nature cannot be cured within fifteen (15) days. Sections 1, 4, 7, 8, 9, 10, 11, 12, 13, and 14 will survive any termination or expiration. Upon termination of this Agreement for any reason, any and all fees set forth in the applicable payment schedule due to InsideTrack prior to the termination or expiration of the Agreement shall become immediately due and payable. Upon termination of this Agreement due to breach by School, all future payments shall be immediately due and payable.

#### 15. **GENERAL.**

- 15.1 **Governing Law.** Unless prohibited by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any conflicts of laws principles that would require the application of the law of a different jurisdiction. If School is prohibited by law from entering into an agreement with a choice of law different from the law of School's jurisdiction, the law of School's jurisdiction shall govern.
- 15.2 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written proposals, representations, or other communication related to the subject matter hereof. The Services and the actions and commitments of InsideTrack with respect thereto shall not be construed as being directly or indirectly governed by or subject to any other agreement between School and InsideTrack. Except for the Students, there are no third-party beneficiaries to this Agreement.
- 15.3 **Taxes.** School is responsible for all taxes concerning the Services rendered pursuant to this Agreement, excluding taxes based on InsideTrack's net income.
- **Assignment.** Neither Party may assign, in whole nor in part, this Agreement, or any rights or obligations granted, to any other person or entity, without the prior written consent of the other Party. Notwithstanding the foregoing, this agreement may be assigned by either Party without such consent to (a) a parent, subsidiary, or other corporate affiliate, (b) an acquirer of all or substantially all of its assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- 15.5 **Waiver.** The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

- 15.6 **Severability.** If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.
- 15.7 **Notice.** Any notice, payment, refund, or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered by hand or nationally recognized overnight courier, or five days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the persons and addresses noted in Schedule A.
- 15.8 Equal Employment Opportunity Clause. This contract incorporates by reference the following clauses: 41 CFR §60-1.4(a); 41 CFR §60-250.5(a); 41 CFR §60-300.5(a); 41 CFR §60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. Contractor/vendor must abide by non-segregation regulations at 41 CFR §60-1.8 and any applicable affirmative action obligations as required by 41 CFR §60-1.40(a)(2).
- 15.9 **Force Majeure**. If either Party's performance of obligations (except for payment of fees for Services already rendered) under this Agreement is materially hampered, interrupted, or interfered with for reasons including, but not limited to: fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, earthquake, landslides, or other acts of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the other Party shall be excused from performance of this Agreement and will not be responsible for payment of services not yet rendered.

Inside Track, Inc.	Solano College
Name and Title: Ruth White	Name and Title:
Date:	Date:

### InsideTrack, Inc. and Solano College Schedule A Summary of Services for Statement of Work

InsideTrack Authorized Representative: Kai Drekmeier, Founder and Chief Development Officer

Email: kai@insidetrack.org

Client Authorized Representative: Kristin Conner

Email: Kristin.Conner@solano.edu

**Start Date:** Effective Date of Agreement

**End Date:** July 31, 2021

Service	Description	Cost
Implementation	The institution will (i) provide a point person for InsideTrack in order to coordinate the roll out communications regarding the program to relevant student-facing staff and students; (ii) send communications to raise student awareness of the coaching service available; (iii) provide a reference sheet of campus resources; and (iv), as able, provide enrollment and demographic data to assist with the grant evaluation.	No cost
	InsideTrack will provide email and text templates that can be modified to the institution's communication channels and resources to build awareness of the coaching program.	
	InsideTrack will also provide a form that institutions will complete identifying resources and points of escalation for students who need assistance from existing institution resources.	
Emergency Coaching	InsideTrack Emergency Coaching is a grant-funded program designed to provide coaching support and guidance to students during this uniquely challenging time.	
	Participating students will work with an InsideTrack Coach to help identify community assistance resources, prioritize challenges they may be facing, and navigate unexpected obstacles such as job loss.	No cost
	InsideTrack is prepared to provide support to up to 5000 students across all participating institutions. The program is first-come first-served and no institution will be guaranteed any number of students.	
Reporting	InsideTrack will share aggregate reporting and insights across all students who participate in the program within 60 days of completing the program. This will include insights from the formal evaluation of the program, which will	No cost

require institutions to submit enrollment and completion data regarding students and may include direct student surveys.	
The focus of this program is to provide direct support to students and there will be no institution-specific reporting.	

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board		
SUBJECT:		SOLANO COMMUNITY COLLEGE CAMPUS SHERIFF'S OFFICE ANNUAL SECURITY REPORT (CLERY REPORT)	
REQUESTED ACTIO	<u>N</u> :		
=	OR Approval OR Non-Consent	i.	
and secure environment learning for our student Annual Security Report as well as other importation is now available for your student Basic skills educed Workforce developments.	at in which our Administs. In compliance with the (ASR) which covers speciant information for employer review at:		

AGENDA ITEM	14.(b)
MEETING DATE	November 18, 2020

# SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

O: Members of the Governing Board		
SUBJECT: FACILITIES MASTER PLAN DRAFT PRESENTATION		
REQUESTED ACTIO	<u>)N</u> :	
⊠Information ☐Consent	OR Approval OR Non-Consent	
<b>SUMMARY</b> :		
		Master Plan draft. This is an information version of the Facilities Master Plan in December,
Basic skills educ	ts achieve their educational, cation lopment and training	professional and personal goals
Ed. Code:	Board Policy:	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S F	RECOMMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
	Lofton	
	onds Manager ER'S NAME	
4000 Suisun	Valley Road CA 94534	
	RESS	Celia Esposito-Noy, Ed.D.
(707) 8	63-7855	Superintendent-President
	NE NUMBER	
D about	Diamond	Navambar 18, 2020
	ENT APPROVAL	November 18, 2020  DATE APPROVED BY
	6.000	SUPERINTENDENT-PRESIDENT
	er 6, 2020 MITTED TO	
DATE SUD	711 1 1 1212 1 <b>1</b> 2 2	

SUPERINTENDENT-PRESIDENT

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