

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: CONSENT CALENDAR
 HUMAN RESOURCES**

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2017-2018

Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------|--|------------------|
| Robert Nunez | Change from Student Services Generalist to Enterprise Resource Analyst | 09/15/17 |

Out of Class

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|---------------|--------------------|---------------------|----------------|
| Porfirio Loza | Warehouse Operator | 06/13/18 – 06/30/18 | \$100.94 Total |

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|------------------|-----------------------------|------------------------|---------------------|---------------|
| Yvonne Armstrong | Mail Courier | General Fund | 06/13/18 – 06/30/18 | \$14.25 hr. |
| Dagmar Kuta | Instructional Lab Assistant | General Fund | 06/28/18 – 06/29/18 | \$16.56 hr. |

 Mary Jones
 Human Resources

July 6, 2018

Date Submitted

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

July 18, 2018

Date Approved

SEPARATION OF SERVICE

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|-----------------------------|--|------------------|
| Timothy Athey (deceased) | Aeronautic Lab Technician (4 years, 10 months of service) | 06/13/18 |

RESIGNATIONS

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|---------------|-----------------------------|------------------|
| Murat Bulut | Math Instructor | 05/24/18 |
| Leslye Flores | Purchasing Technician/Buyer | 05/09/18 |

EMPLOYMENT 2018-2019

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|----------------|---|-----------------------|
| Robyn Brakel | Art Lab Technician | 08/07/18 |
| Iralyn Elazar | Anatomy and Physiology Lab Technician – Part Time | 07/23/18 |
| Dagmar Kuta | Instructional Lab Assistant - Art and Photography | 08/07/18 (Revised) |
| Sylvia Ramirez | Accounting Specialist II | 07/19/18 |
| Chor Thao | Administrative III - Finance and Administration | 07/30/18 |

Full Time Temporary Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|-----------------|--|---------------------|
| Sarah Ghannadan | Math Instructor, Academic Year 2018-2019 | 08/09/18 – 05/31/19 |
| Julie Luu | Anatomy/Physiology Instructor, Academic Year 2018-2019 | 08/09/18 – 05/31/19 |
| Brian Purcell | Math Instructor, Academic Year 2018-2019 | 08/09/18 – 05/31/19 |

Part-Time Adjunct Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|------------------------|--|------------------|
| Lani Lopez Bastidas | Adjunct Instructor - Spanish (not to exceed 67%) | 08/09/18 |

Employee Initiated Reclassification

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| Danielle Gonzalez | Reclassified from Administrative Assistant III – Math and Science to Administrative Assistant IV – Math and Science | 07/01/18 |

Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--|-------------------------|
| Eileen Amick | Change from Administrative Assistant II - Workforce Training and Grants to Administrative Assistant II – Institutional Advancement | 07/01/18 |

Temporary Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--|-------------------------|
| Nedra Park | Change from Administrative Assistant I – TRIO (.50 FTE) to Administrative Assistant I – TRIO (1.0 FTE) | 07/01/18 – 09/30/18 |

Released Time

| <u>Name</u> | <u>Assignment</u> | <u>% Released Time</u> | <u>Dates</u> |
|--------------------|---|--|---------------------|
| Jose Cortes | Release Assignment – English Success Coordinator | 20% | 08/09/18 – 05/30/21 |
| Melissa Reeve | Release Assignment – First Year Experience Coordinator | Year 1 – 30% Year 2 – up to 60% Year 3 – TBD | 08/09/18 – 05/30/21 |
| Michelle Smith | Release Assignment – Professional Development Coordinator | 30% | 08/09/18 – 05/30/21 |
| Michael Wyly | Release Assignment – Guided Pathways Coordinator | 100% | 07/19/18 – 05/31/23 |

Out of Class

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--------------------------|-------------------------|----------------------|
| Porfirio Loza | Warehouse Operator | 07/01/18 – 07/06/18 | \$34.22 Total |

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--------------------------|-------------------------------|-------------------------|----------------------|
| Terry Anderson | Grounds Technician | General Fund | 07/01/18 – 12/31/18 | \$14.87 hr. |

Short-term/Temporary/Substitute (Cont.)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|-----------------------------|---|-------------------------------|-------------------------|----------------------|
| Yvonne Armstrong | Mail Courier | General Fund | 07/01/18 – 08/31/18 | \$14.25 hr. |
| Dustin Aubert | Athletic Academic Instructional Lab Assistant | Equity | 07/01/18 – 12/31/18 | \$15.21 hr. |
| Dustin Aubert | Assistant Coach – Men’s Basketball | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Patti Barnes | Cosmetology Instructor | General Fund | 07/01/18 – 06/30/19 | \$60.69 hr. |
| Debra Berrett | Makerspace Lab | Strong Workforce Program | 07/01/18 – 06/30/19 | \$69.05 hr. |
| Robyn Brakel | Temporary Art Lab Technician (Summer) | General Fund | 07/02/18 – 07/19/18 | \$25.00 hr. |
| Veronica Chambers | Substitute ELC Assistant | CCTR | 07/01/18 – 06/30/19 | \$15.21 hr. |
| Osati Tarbell- Deocampo | Substitute ELC Specialist | CCTR | 07/01/18 – 06/30/19 | \$17.33 hr. |
| Yvonne Dillard | Substitute ELC Specialist | CCTR & CSPP | 07/01/18 – 06/30/19 | \$17.33 hr. |
| Sisleide “Sissi” Do Amor | Assistant Coach – Women’s Soccer | General Fund | 08/09/18 – 12/31/18 | \$16.66 hr. |
| Victor Ferrante | Assistant Coach – Baseball | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Michael Fischer Jr. | Assistant Coach – Tennis | Tennis Trust | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Kate Foy | Temporary Student Services Assistant II – Financial Aid | General Fund | 07/01/18 – 06/30/19 | \$16.56 hr. |
| Nicole Gentile | Athletic Academic Instructional Lab Assistant | Equity | 07/01/18 – 12/31/18 | \$15.21 hr. |
| Juston Goodwin | Assistant Coach – Men’s Basketball | Men’s Basketball Trust | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Keith Hayes | Vehicle Equipment Mechanic | General Fund | 07/01/18 – 12/31/18 | \$20.16 hr. |
| Shae Hazelton | Instructional Assistant | General Fund | 08/13/18 – 06/30/19 | \$16.56 hr. |
| Christina Hernandez | Temporary Student Services Assistant II – Financial Aid | General Fund | 07/01/18 – 06/30/19 | \$16.56 hr. |

Short-term/Temporary/Substitute (Cont.)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|-----------------------------|---|--------------------------------------|-------------------------|---|
| Makayla Johnson | Assistant Coach – Volleyball | Volleyball Trust | 07/20/18 – 12/10/18 | \$16.66 hr. |
| Dagmar Kuta | Instructional Lab Assistant – Summer | General Fund | 07/02/18 – 07/19/18 | \$16.56 hr. Plus Lump Sum \$381.15 |
| Kevin Marks | Assistant Coach – Women’s Soccer | Soccer Trust | 07/01/18 – 08/10/18 | \$69.05 hr. |
| George Molina | Assistant Coach – Women’s Basketball | Women’s Basketball Trust | 08/09/18 – 05/31/19 | \$16.66 hr. |
| George Molina | Assistant Coach – Driver (Soccer) | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Teryl Morrison | Assistant Coach – Women’s Basketball | General Fund | 07/01/18 – 05/31/19 | \$16.66 hr. |
| George Olgin | ASTC Coordinator | General Fund | 07/01/18 – 06/30/19 | \$50.53 hr. |
| Jhanaly Bonifacio Ortega | Administrative Assistant III – Graphics | General Fund | 07/19/18 – 06/30/19 | \$18.10 hr. |
| Vanessa Pimentel | Assistant Coach – Volleyball | General Fund and Volleyball Trust | 07/20/18 – 12/10/18 | \$16.66 hr. |
| Michelle Pratt | Substitute ELC Specialist | CSPP | 07/01/18 – 06/30/19 | \$17.33 hr. |
| Sara Ramsey | Substitute ELC Specialist | CSPP | 07/01/18 – 06/30/19 | \$17.33 hr. |
| Sylvia Ramirez | Accounting Specialist II – General | General Fund | 07/01/18 – 08/31/18 | \$18.90 hr. |
| Robert Rogers | Athletic Academic Instructional Lab Assistant | Equity | 07/18/18 – 12/31/18 | \$15.21 hr. |
| Robert Rogers | Assistant Coach – Baseball | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Sarah Seguin | Instructional Assistant | General Fund | 08/13/18 – 06/30/19 | \$16.56 hr. |
| Taryn Sigl | Athletic Academic Instructional Lab Assistant | Equity | 07/01/18 – 12/31/18 | \$15.21 hr. |
| Taryn Sigl | Assistant Coach – Driver (Softball) | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |

Short-term/Temporary/Substitute (Cont.)

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------------|---------------------------------------|-------------------------------|-------------------------|----------------------|
| Taryn Sigl | Assistant Coach – Softball | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Ricky Silva | Assistant Coach – Men/Women Swim/Dive | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Dyan Smith | ELC Assistant | CSPP | 07/01/18 – 6/30/19 | \$23.26 hr. |
| Ann Talamantes-Ristow | Assistant Coach – Women’s Basketball | Women’s Basketball Trust | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Daniel Alexander Trevino | Assistant Coach – Men’s Basketball | Men’s Basketball Trust | 08/09/18 – 05/31/19 | \$16.66 hr. |
| Allie Will | Assistant Coach – Tennis | General Fund | 08/09/18 – 05/31/19 | \$16.66 hr. |

GRATUITOUS SERVICE

| <u>Name</u> | <u>School/Department</u> | <u>Assignment</u> |
|---------------------|---------------------------------|---|
| Bobby Campo | Athletics/Baseball | Assist in Coaching Duties |
| Maigin Cunningham | Athletics/Softball | Assist in Coaching Duties |
| Tiarra Fukuda | Athletics/Volleyball | Camp Assistant |
| Destiny Greenwood | Athletics/Volleyball | Camp Assistant |
| Kameron Hatcher | Athletics/Basketball | Camp Assistant |
| Rachael Heys | Athletics/Basketball | Camp Assistant |
| Vanessa Hughes | Athletics/Basketball | Camp Assistant |
| Mollie Jarrett | Horticulture | Assist in Classroom Activities and Set-up |
| JorDann Jones | Athletics/Basketball | Camp Assistant |
| John Lloyd-Flynn | Ceramics | Assist in Ceramics Studio |
| Paulomi Mistry | Academic Success Center | Assist with Tutoring |
| Antoinette Mitchell | Horticulture | Assist in Classroom Activities and Set-up |
| Adriana Montuya | Athletics/Softball | Assist in Coaching Duties |
| Geohdee Pagulayan | Athletics/Volleyball | Camp Assistant |
| Mia Pimentel | Athletics/Volleyball | Camp Assistant |
| Molly Schnurr | Athletics/Softball | Assist in Coaching Duties |
| Jada Scott | Athletics/Basketball | Camp Assistant |
| Allora Somontan | Athletics/Volleyball | Camp Assistant |

RENEWAL OF FACULTY CONTRACTS

The following faculty have completed the first contract year and are recommended for a second contract pursuant to Education Code Section 87608.

| | | |
|--------------------------|---|------------------------|
| Brian Bower | School of Health Sciences | (hire date 08/10/2017) |
| Vahid Eskandari | School of Math and Science | (hire date 08/10/2017) |
| Atticus Frey | Library | (hire date 08/10/2017) |
| Hui Hui (Gwen) Gallagher | School of Liberal Arts | (hire date 08/10/2017) |
| Douglas Green | School of Applied Technology and Business | (hire date 08/10/2017) |
| Katherine Luce | Library | (hire date 08/10/2017) |
| Andrew McGee | School of Applied Technology and Business | (hire date 08/10/2017) |
| Leslie B. Minor | School of Social and Behavioral Sciences | (hire date 08/10/2017) |
| Brian Preciado | School of Applied Technology and Business | (hire date 08/10/2017) |
| Gulnur Sanden | School of Math and Science | (hire date 08/10/2017) |
| Michael Silva | School of Math and Science | (hire date 08/10/2017) |
| Heather Watson-Perez | School of Liberal Arts | (hire date 08/10/2017) |

The following faculty have completed their second year, of their second contract, and are recommended for a third contract pursuant to Education Code Section 87609.

| | | |
|-----------------------------|---|------------------------|
| Sarah L. Barnsness | School of Liberal Arts | (hire date 08/11/2016) |
| Erica L. Beam | School of Applied Technology and Business | (hire date 08/11/2016) |
| Priscilla Jones-Foster | School of Counseling and DSP | (hire date 01/05/2016) |
| Oanh P. Lam | School of Mathematics and Science | (hire date 01/08/2016) |
| James Long | School of Mathematics and Science | (hire date 08/11/2016) |
| Douglas Mungin | School of Liberal Arts | (hire date 08/11/2016) |
| Anne M. Niffenegger | School of Health Sciences | (hire date 03/17/2016) |
| Christine Sendlakowski-Mani | School of Liberal Arts | (hire date 08/11/2016) |
| Mary Valch | School of Mathematics and Science | (hire date 01/08/2016) |
| Dmitry Zhiv | School of Mathematics and Science | (hire date 01/08/2016) |

The following faculty have completed their third year of their 3rd contract and no recommendation is necessary per Education Code Section 87609

| | | |
|--------------------|---|---|
| Joyce Averett | School of Health Sciences | (hire date 08/13/2015) *FT temp AY 2015-16 |
| Dawn Carpenter | School of Applied Technology and Business | (hire date 08/13/2015) |
| Jose Luis Cortes | School of Liberal Arts | (hire date 08/13/2015) |
| Elizabeth A. Freed | School of Health Sciences | (hire date 08/13/2015) *FT temp AY 2015-16 |
| Marivic Macalino | School of Health Sciences | (hire date 02/19/2015) |
| Ricky Marshall | School of Applied Technology and Business | (hire date 08/13/2015) |

The following faculty have completed their fourth year of their 3rd contract and are recommended for tenure.

| | | |
|-----------------|---|------------------------|
| Anthony Ayala | School of Social and Behavioral Sciences | (hire date 08/08/2014) |
| Kathleen Conrad | School of Mathematics and Science | (hire date 08/08/2014) |
| Sandra Diehl | School of Mathematics and Science | (hire date 08/08/2014) |
| Vitalis Enummuo | School of Health Sciences | (hire date 08/08/2014) |
| Myra Kargbo | School of Health Sciences | (hire date 10/01/2014) |
| Rebecca LaCount | Counseling and DSP | (hire date 08/05/2014) |
| Brooks Mayes | School of Applied Technology and Business | (hire date 08/08/2014) |
| Sarah McKinnon | School of Liberal Arts | (hire date 08/08/2014) |
| Lavonne Slaton | School of Applied Technology and Business | (hire date 08/08/2014) |
| James Word | School of Mathematics and Science | (hire date 08/08/2014) |

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Vice President

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|----------------------------------|--|------------------------------------|---------------------------|
| Equitable Growth Solutions, Inc. | Organize and deliver the Bay Area Defense Supply Chain Resource Fair for the California Community Colleges Small Business Sector. | July 19, 2018 – September 14, 2018 | Not to exceed \$3,000.00 |
| Deborah Garcia | Provide CTE transitions education to SCOE high school instructors and students. Training in CATEMA system. | July 1, 2018 – June 30, 2018 | Not to exceed \$17,000.00 |
| Integrative Impact, LLC. | Provide graphic design, writing, and relationship building with community college faculty and administrators for various Business and Entrepreneurship Sector program offerings. | July 19, 2018 – June 30, 2019 | Not to exceed \$6,000.00 |
| Makali Mates | Stage Manager for Curious Incident of the Dog in the Night-Time. | July 19, 2018 – November 18, 2018 | Not to exceed \$1,000.00 |

Robert V. Diamond

Vice President, Finance & Administration

July 6, 2018

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

July 6, 2018

Date Approved

Academic Affairs Cont.'d
David Williams, Vice President

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|---------------------------------|--|-----------------------------------|---------------------------|
| Sage Business & Education, LLC. | Provide Business and Entrepreneurship Sector coordination services. | July 19, 2018 – June 30, 2019 | Not to exceed \$6,000.00 |
| Linda Wichelmann | Costume Design for Curious Incident of the Dog in the Night-Time. | July 19, 2018 – October 31, 2018 | Not to exceed \$1,500.00 |
| Pamela Walker | Review department processes and procedures, and recommend appropriate modifications. | August 1, 2018 – December 1, 2018 | Not to exceed \$25,000.00 |

Student Services
Gregory Brown, Vice President

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|-------------------------------|---|-----------------------------------|---------------------------|
| Kerry Pilley-Purcell | Presenter and/or Co-Presenter for Foster & Kinship Care Education (FKCE) Workshops/ Seminars for fiscal year 2018-2019. | July 1, 2018 – June 30, 2019 | Not to exceed \$1,500.00 |
| Robin Armour Consulting, LLC. | Provide staff in Admissions & Records and Counseling Degree Works training. | July 19, 2018 – December 30, 2018 | Not to exceed \$47,250.00 |
| Safety Training Zone | Conduct two-hour workshop on Driver Safety focusing on passenger vans and vehicle inspection. | August 9, 2018 | Not to exceed \$500.00 |

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

| | | | |
|----------|-----------------|-----------------------|--------------|
| 06/04/18 | Vendor Payments | 2511086775-2511086823 | \$15,666.00 |
| 06/04/18 | Vendor Payments | 2511086824-2511086926 | \$155,086.50 |
| 06/05/18 | Vendor Payments | 2511086927-2511086929 | \$3,496.36 |
| 06/05/18 | Vendor Payments | 2511086930-2511086932 | \$173,730.67 |
| 06/06/18 | Vendor Payments | 2511086933 | \$12,518.29 |
| 06/08/18 | Vendor Payments | 2511086934-2511087088 | \$460,531.18 |
| 06/13/18 | Vendor Payments | 2511087089 | \$4,264.05 |

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------------------|---------------------------|--|
| <i>Ed. Code: 70902 & 81656</i> | <i>Board Policy: 3240</i> | <i>Estimated Fiscal Impact: \$4,407,361.26</i> |
|------------------------------------|---------------------------|--|

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

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

| | | | |
|---------------|-----------------|-----------------------|-----------------------|
| 06/13/18 | Vendor Payments | 2511087090-2511087092 | \$127,186.83 |
| 06/13/18 | Vendor Payments | 2511087093-2511087102 | \$1,478,323.84 |
| 06/13/18 | Vendor Payments | 2511087103 | \$705,501.68 |
| 06/14/18 | Vendor Payments | 2511087104 | \$29,459.63 |
| 06/15/18 | Vendor Payments | 2511087105-2511087199 | \$321,182.62 |
| 06/20/18 | Vendor Payments | 2511087200-2511087249 | \$204,609.55 |
| 06/22/18 | Vendor Payments | 2511087250-2511087304 | \$177,084.61 |
| 06/25/18 | Vendor Payments | 2511087305-2511087307 | \$7,944.56 |
| 06/25/18 | Vendor Payments | 2511087308-2511087315 | \$198,600.56 |
| 06/25/18 | Vendor Payments | 2511087316-2511087467 | \$31,043.50 |
| 06/25/18 | Vendor Payments | 2511087468 | \$83,784.68 |
| 06/25/18 | Vendor Payments | 2511087469-2511087572 | \$190,634.48 |
| 06/25/18 | Vendor Payments | 2511087573-2511087583 | <u>\$26,711.67</u> |
| TOTAL: | | | \$4,407,361.26 |

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE BUILDING 1800B, ROOM 1852
MAKER’S SPACE PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1800B Room 1852 Maker’s Space Project Notice of Completion. On May 2, 2018, the Board awarded Arthulia, Inc. a contract for the Building 1800B Room 1852 Maker’s Space Project. The scope of work included door frame and hardware upgrades, installation of new exit signage, minor electrical work for a new Maker’s Space lab.

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

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

STUDENT SUCCESS IMPACT:

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

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

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

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

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

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 18, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 7/18/2018
 7. The Project Name is: Building 1800B Room 1852 Maker's Space Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Arthulia, Inc.
 10. The name of the contractor's Surety Co. is: N/A
 11. The date of contract between the contractor and the above owner is: 5/2/2018
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Door frame and door hardware upgrades, installation of new exit signage and minor electrical improvements for a new Maker's Space lab.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("President," "Owner," "Manager," etc.)

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE FAIRFIELD CAMPUS ENTRY SIDEWALK IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Fairfield Campus Entry Sidewalk Improvements Project Notice of Completion. On August 2, 2017, the Board awarded HM Construction, Inc. a contract for the Fairfield Campus Entry Sidewalk Improvements Project. The scope of work included replacement of existing sidewalk, curb ramps and installation of new lights and pedestrian routes.

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

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

STUDENT SUCCESS IMPACT:

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

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

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

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

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

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 18, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 7/18/2018
 7. The Project Name is: Fairfield Campus Entry Sidewalk Improvements Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: HM Construction, Inc.
 10. The name of the contractor's Surety Co. is: N/A
 11. The date of contract between the contractor and the above owner is: 8/2/17
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Replacement of existing and installation of new sidewalk, curb/gutter/ramps, striping/markings, new street light and pedestrians lights, and underground conduit/wiring, testing and coordination with City and PG&E.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR SUBSTATION #1 & #2 REPLACEMENT
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Substation #1 & #2 Replacement Project Notice of Completion. On February 1, 2017 the Board awarded Sierra National Construction, Inc. a contract for the Substation #1 & #2 Replacement Project on the Fairfield Campus. The scope of work included replacement of two of the five campus electrical substations and related work.

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

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

STUDENT SUCCESS IMPACT:

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

| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$0</i> |
|---|----------------------|---|
| SUPERINTENDENT'S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| Lucky Lofton Executive Bonds Manager | | |
| PRESENTER'S NAME | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | Celia Esposito-Noy, Ed.D. Superintendent-President |
| (707) 863-7855 | | |
| TELEPHONE NUMBER | | |
| Robert V. Diamond Vice President, Finance & Administration | | July 18, 2018 |
| VICE PRESIDENT APPROVAL | | DATE APPROVED BY |
| July 6, 2018 | | SUPERINTENDENT-PRESIDENT |
| DATE SUBMITTED TO | | |
| SUPERINTENDENT-PRESIDENT | | |

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 7/18/2018
 7. The Project Name is: Substation #1 & #2 Replacement Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Sierra National Construction, Inc.
 10. The name of the contractor's Surety Co. is: XXX
 11. The date of contract between the contractor and the above owner is: February 1, 2017
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Replacement of equipment at electric Substation #1 and Substation #2, and related work such as concrete pads, fencing, power feeder lines, sidewalk and curb.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

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

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **RESIGNATION TO RETIRE**

REQUESTED ACTION:

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

SUMMARY:

| <u>Name</u> | <u>Assignment & Years of Service</u> | <u>Effective</u> |
|--------------------|--|------------------|
| Bernardita Dagcuta | Accountant 10 years of Service at SCC | 08/12/18 |
| Doug Pierce | Math Activities Center Lab Tech (Lead) 16 years of Service at SCC | 07/31/18 |

STUDENT SUCCESS IMPACT:

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

| | | |
|----------------------|--------------------------|-------------------------------------|
| <i>Ed. Code: N/A</i> | <i>Board Policy: N/A</i> | <i>Estimated Fiscal Impact: N/A</i> |
|----------------------|--------------------------|-------------------------------------|

SUPERINTENDENT'S RECOMMENDATION:

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 18, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **NEW CLASSIFIED SCHOOL EMPLOYEES
ASSOCIATION (CSEA) JOB DESCRIPTION,
ENTERPRISE RESOURCE ANALYST**

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Classified School Employees Association (CSEA) position. This position will serve as the key liaison between the Colleges' Banner Users and the Technology Services and Support Department. Provides support and training for the College's Banner System as well as other technological tools used within the District. Position will be placed on Range 17 of the California School Employees Association Salary Schedule. The proposed position has been vetted through CSEA.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------|---------------------------------|---|
| <i>Ed. Code: 88009</i> | <i>Board Policy: 4010, 4720</i> | <i>Estimated Fiscal Impact: \$52,893.36 and Health and Welfare Benefits</i> |
|------------------------|---------------------------------|---|

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Enterprise Resource Analyst

BASIC FUNCTION: Under the direction of an assigned supervisor, this position serves as the key liaison between the College's Banner Users and the Technology Services and Support Department. This position provides support and training for the College's Banner System as well as other technological tools used within the District.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other job related duties may be assigned.

Serves as the primary Banner support resource for the College.

Assists end-users in understanding and applying technology resources and processes.

Works closely with functional area groups to identify software efficiencies and deficiencies. Recommends detailed changes and modifications to Banner and other administrative software.

Makes recommendations to the College for changes in processes that involve Banner to improve accuracy and efficiency of data.

Provides scheduled training workshops for Banner users and the College community for the use of Banner and other Solano Technology Services supported technologies.

Develops end-user documentation and training (written and video) materials for Banner and other College technology tools.

Participates along with other technology staff in the testing and validating of software patches/upgrades.

Coordinates testing sessions for the College's various functional area groups to insure that Banner updates and new technologies are thoroughly tested and evaluated.

Coordinates with end-users for the design and development of reporting tools.

Supports District IT staff in regulatory and compliance activities.

Maintains a variety of records, files and reports related to the Technology Services Department.

Secondary Functions:

Perform various clerical duties in support of Technology Services & Support including Helpdesk, student call center (during peak registration periods/or when available) and Departmental support.

Perform other job-related duties as assigned.

MINIMUM QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE:

Associate Degree or any combination of training, experience, and/or education that provides the required knowledge, skills and abilities.

And

Five-years of experience in a college or university with working with Banner in multiple functional areas (Admissions, Financial Aid, HR or Finance) with detailed experience in processes/procedures.

And

Knowledge and experience using one or more of these software products or similar: Degree Works, Luminis, Evisions Argo's.

LANGUAGE SKILLS:

Excellent communication skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Ability to write reports, business correspondence, and procedure manuals.

Ability to effectively present information and respond to questions from groups of administrators and other employees, students, and the general public.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

Ability to define problems, collect data, establish facts, and draw valid conclusions.

Ability to apply common sense and understanding in carrying out instructions provided in writing, oral or diagram form.

Ability to exercise good judgement and discretion in handling confidential, difficult and sensitive information.

CERTIFICATES, LICENSES, REGISTRATION:

None are required for this classification.

OTHER SKILLS AND ABILITIES:

Ability to secure and protect college data and property by prudent and reasonable business practices.

Ability to multitask and prioritize work assignments.

Perform assigned work with speed and accuracy.

Establish and maintain effective and cooperative working relationships with others.

Demonstrate a sensitivity to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

Technical Writing

Observe health and safety rules and regulations.

Meet schedules and time lines.

Plan and organize time and work effectively.

Work independently with minimum supervision.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish

colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in a computer operations/classroom environment. While performing the duties of this classification, the employee regularly is exposed to fast-paced deadlines, frequent interruptions and the hazards of working with video display terminals and keyboards. The work environment is moderately noisy and offices are maintained at unusually cool temperatures. Duties may require the employee to work at nonconventional (outside core hours) and at all District Locations at times as necessary.

Governing Board Approved: July 18, 2018

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

TO: **Members of the Governing Board**

SUBJECT: **NEW STATIONARY ENGINEERS (LOCAL 39) JOB
DESCRIPTION, WELDING LAB TECHNICIAN**

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Stationary Engineers (Local 39) position. This position will establish, organize and oversee the technical and safe operation and maintenance of the welding and advanced manufacturing labs. Position supports the instructional laboratory for courses in welding, advanced manufacturing and the Makerspace. Position will be placed on Range 16 of the Local 39 Salary Schedule. The proposed position has been vetted through Local 39.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$47,398.13 and Health and Welfare Benefits

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 18, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

CLASS SPECIFICATION

CLASS TITLE: Welding Lab Technician

BASIC FUNCTION: Under the direction of the Dean establishes, organizes and oversees the technical and safe operation and maintenance of the welding and advanced manufacturing labs. This position supports the instructional laboratory for courses in welding, advanced manufacturing and the Makerspace.

DISTINGUISHING CHARACTERISTICS: The Instructional Lab Technician oversees a complex instructional laboratory and must possess extensive technical or academic training and experience in assigned field. Incumbents work independently and provide instructional assistance to students and instructors in an instructional laboratory designated for a specific academic or vocational subject area.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following.

- Operate an instructional lab to provide reinforcement of instruction of the processes, techniques and equipment used in the appropriate labs;
- Maintain lab schedules; plan, schedule, organize and conduct lab orientation for students and staff as assigned; monitor student activities in the lab.
- Control the circulation of supplies, materials and equipment to students and instructors by checking items in and out, maintaining appropriate records and inventories and ordering replacement items as necessary according to approved procedures.
- Maintain equipment, assuring good working order and availability for student use equipment used in welding, advanced manufacturing and Makerspace labs
- Receives and issues laboratory supplies and equipment;
- Maintains and requires precision tools and Builds, installs, repairs and calibrates laboratory and bench equipment;
- Evaluates equipment and develops requirements regarding the purchase and replacement of equipment; does conventional as well as t.i.g. and m.i.g. welding on tools and equipment;
- Supervises and participates in the procurement and preparation of materials for classroom instruction;
- Maintains expenditure and receiving records; responsible for the preparation and setup of laboratories according to the various instructors' scheduling needs and instructions;
- Oversees student employees, work experience students and other personnel as directed;
- Maintains laboratory areas in a clean, safe, secure and orderly condition;
- Provides guidance to students in proper care and use of materials and equipment;
- Answer telephone inquiries; maintain records and files related to tools and equipment required for lab activity,

Secondary Function:

Other job related duties as assigned.

MINIMUM QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE: Satisfactory completion of major course work in welding technology or related discipline from a community college or technical school. Two years of work experience in the field of Welding or related industry. Valid California Driver's License with clean driving record.

KNOWLEDGE, SKILLS AND ABILITIES:

Demonstrated ability to weld

Ability to operate computer programs including word processing, data base management and spreadsheet software.

Ability to meet schedules and timelines; plan and organize work; maintain accurate statistical and financial records.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

Work independently with minimal supervision.

Assist students in understanding and applying basic principles for the area to which assigned.

Perform assigned work with speed and accuracy.

Learn new and updated equipment, processes and techniques as required.

Assure the security of assigned equipment, materials and supplies.

Issue and receive equipment and supplies.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to effectively present information in person or on the telephone to students, staff or the public.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute percentages. Ability to convert units of measure using the metric or US customary measuring system.

REASONING ABILITY:

Ability to solve practical problems and deal with variables in situations where only limited standardization exists.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to deal effectively with problems involving several elements in regular situations.

Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

Learn new and updated equipment, processes and techniques as required.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to walk and stand, sit for long periods of time, use hands and fingers to operate tools and equipment relevant to the program, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information, and hear to understand voices over telephone and in person.

Employees assigned to this classification frequently must lift, carry and/or move objects weighing up to 60 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an instructional lab environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of environmental nature. The work environment is often extremely noisy.

Board Approved: 07/18/2018

Revised: 03/25/2014

04/11/2018

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 18/19 – 01 TO ADOPT THE UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES**

REQUESTED ACTION:

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

SUMMARY:

The California Legislature passed the California Uniform Public Construction Cost Accounting Act (PCC Section 22000 et seq.) to promote uniformity of bidding procedures and cost accounting standards for construction projects performed and/or contracted for by public entities in the State. California Uniform Public Construction Cost Accounting Act (Act) establishes higher bidding thresholds; simplifies the bidding process; increases the likelihood of receiving bids from responsible bidders; and minimizes the serious limitations of using our employees for public works projects. Through adoption by resolution by our Board, Solano Community College District may avail itself of the advantageous provisions in the Act.

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------------------------|----------------------|-------------------------------------|
| <i>Gov Code: PCC Section 22000</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: N/A</i> |
|------------------------------------|----------------------|-------------------------------------|

| | | |
|---|---|---|
| SUPERINTENDENT’S RECOMMENDATION: | <input checked="" type="checkbox"/> APPROVAL | <input type="checkbox"/> DISAPPROVAL |
| | <input type="checkbox"/> NOT REQUIRED | <input type="checkbox"/> TABLE |

Victoria L. Lamica
Director of Purchasing and Support Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 18/19 – 01 TO ADOPT THE UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES,**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

By maintaining the current informal bid thresholds for the District while increasing the public works thresholds, the Act allows the District to move our current facility and bond projects forward at a faster and stronger pace.

The Board is asked to approve Resolution No. 18/19 – 01 to adopt the Uniform Public Construction Cost Accounting Procedures.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO ADOPT THE UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT PROCEDURES**

RESOLUTION NO. 18/19-01

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Solano Community College District, of California hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting review procedures, as they may each from time to time be amended, and directs that the Vice President of Finance and Administration notify the State Controller forthwith of this election.

APPROVED, PASSED AND ADOPTED this 18th day of July 2018, by the Governing Board of Solano Community College District.

SARAH E. CHAPMAN, Ph.D., PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 18/19 – 02 DISTRICT AUTHORIZED
SIGNATURES SIGNING AUTHORITY

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 18/19-02.

STUDENT SUCCESS IMPACT:

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

| | | |
|-------------------------------|----------------------|---------------------------------|
| <i>Ed. Code: 85232, 85233</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> |
|-------------------------------|----------------------|---------------------------------|

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy
Superintendent-President

July 18, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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

RESOLUTION NO. 18/19-02

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

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

SARAH E. CHAPMAN
BOARD PRESIDENT

CELIA ESPOSITO-NOY
SUPERINTENDENT-PRESIDENT

ROBERT DIAMOND
VICE PRESIDENT, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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

RESOLUTION NO. 18/19-02

(Continuing – Page 2)

GREGORY BROWN
VICE PRESIDENT, STUDENT SERVICES

DAVID WILLIAMS
VICE PRESIDENT, ACADEMIC AFFAIRS

LUCKY LOFTON
EXECUTIVE BONDS MANAGER

SHANNON BECKHAM
FISCAL SERVICES

LAURA CONVENTO
BUSINESS OPERATIONS COORDINATOR, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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

RESOLUTION NO. 18/19-02

(Continuing – Page 3)

PASSED AND ADOPTED this 18th day of July 2018 by the Governing Board of the
Solano Community College District.

SARAH E. CHAPMAN, Ph.D., BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of September, 2018 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Solano County Community College District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until May 31, 2019, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
SOLANO COUNTY COMMUNITY COLLEGE
DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: 06/25/2018

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" or "roll-back" valuation. Study results will be separated between five employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$3,600. One-half, or \$1,800 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,800 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the “roll-forward” or “roll-back” valuation a total of \$1,800 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the “roll-forward” or “roll-back” valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$0 by September 1, 2018, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$0 for each “funding valuation” requested by Customer. Neither the meeting fee nor the fee for a “funding valuation” shall be subject to the above discount or to any other discounts.

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

TO: **Members of the Governing Board**

SUBJECT: **ESTABLISHMENT OF PAYMENT PLANS FOR
PARKING FINES**

REQUESTED ACTION:

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

SUMMARY:

Assembly Bill 503 amended the California Vehicle Code to require California Community Colleges to implement a payment plan for people of low income to pay the cost of parking citations over a period of up to 18 months. Staff have developed a payment plan in conformance with AB 503. The following summarizes the criteria of the payment plan:

1. The requestor must have multiple tickets outstanding
2. The requestor must be the registered owner
3. The requestor must apply within 60 days of citation issuance or 10 days after administrative hearing determination, whichever is later

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

| | | |
|---|---------------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy: 3395</i> | <i>Estimated Fiscal Impact:</i> |
| SUPERINTENDENT’S RECOMMENDATION: | | <input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE |
| <hr/> Robert V. Diamond Vice President, Finance & Administration | | |
| PRESENTER’S NAME | | |
| <hr/> 4000 Suisun Valley Road Fairfield, CA 94534 | | |
| ADDRESS | | |
| <hr/> (707) 864-7209 | | |
| TELEPHONE NUMBER | | |
| <hr/> Robert V. Diamond Vice President, Finance & Administration | | |
| VICE PRESIDENT APPROVAL | | |
| <hr/> July 6, 2018 | | |
| DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT | | |
| | | <hr/> Celia Esposito-Noy, Ed.D. Superintendent-President |
| | | <hr/> July 6, 2018 |
| | | <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT |

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

TO: Members of the Governing Board

**SUBJECT: ESTABLISHMENT OF PAYMENT PLANS FOR
PARKING FINES**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS:

4. The requestor must pay a \$5.00 processing fee that must be paid either at time of application or added to the payment plan amount
5. The payment plan cannot exceed 18 months
6. In order to receive a waiver of fines and penalty assessments, the requestor must make all payments on time.
7. The requestor must certify that they meet the income requirements of AB 503

Attached is a copy of the plan information.

PAYMENT PLAN FOR PARKING FINES

Solano Community College now offers a payment plan for persons of low income to pay for parking citations. Delinquent fines and penalty assessments are waived when a low income plan is approved but are reinstated if out of compliance (late payment). To qualify for the payment plan, you must meet the following criteria:

1. You must have multiple tickets outstanding
2. You must be the registered owner
3. You must apply within 60 days of citation issuance or 10 days after administrative hearing determination, whichever is later
4. You agree to pay a \$5.00 processing fee that must be paid either at time of application or added to the payment plan amount
5. The payment plan cannot exceed 18 months
6. In order to receive a waiver of fines and penalty assessments, you must make all payments on time.
7. You must certify that you meet one of the following income criteria:

LOW-INCOME VERIFICATION

Qualifications

To qualify for the Low - Income payment plan, you must meet one of the two following conditions:

- 1) Your monthly income is 125% or less of the federal poverty level, as shown below:

| 2018 Federal Poverty Levels | | | | |
|------------------------------------|----------|----------|----------|---------|
| Household Size | 100% | | 125% | |
| | Annual | Monthly | Annual | Monthly |
| Individual | \$12,140 | \$ 1,012 | \$15,175 | \$1,265 |
| Family of 2 | \$16,460 | \$ 1,372 | \$20,575 | \$1,715 |
| Family of 3 | \$20,780 | \$ 1,732 | \$25,975 | \$2,165 |
| Family of 4 | \$25,100 | \$ 2,092 | \$31,375 | \$2,615 |
| Family of 5 | \$29,420 | \$ 2,452 | \$36,775 | \$3,065 |
| Family of 6 | \$38,060 | \$ 2,812 | \$42,175 | \$3,515 |

Numbers based on 2018 FPL from Health and Human Services

- 2) You receive public benefits from any of the following programs:

| | | |
|--|---|---|
| Supplemental Security Income (SSI) and State Supplementary Payment (SSP) | Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants (CAPI) | Supplemental Nutrition Assistance Program |
| County Relief, General Relief, or General Assistance | California Food Assistance Program | In-Home Supportive Services (IHSS) |
| Tribal TANF grant | Medi-Cal | Cal Works |

Application forms are available at www.pticket.com/solanocc and at the Solano College Campus Sheriff's Office in Building 1800B.

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

TO: Members of the Governing Board

**SUBJECT: OFFICE OF EMERGENCY SERVICES (OES),
 DESIGNATION OF APPLICANT’S AGENT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The President of the United States declared a major disaster making federal disaster aid available to seven counties in California for the October 2017 wildfires. The Federal Emergency Management Agency (FEMA) authorizes the California Governor’s Office of Emergency Services (CalOES) to administer a disaster relief program that provides financial assistance from the state for costs incurred by local agencies as a result of the disaster event. The state Public Assistance Program provides funding to cities, counties, special districts, school districts, and community colleges. For a public entity to receive funding from the state, the entity must file OES Form 130 (Designation of Applicant’s Agent Resolution) with CalOES.

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------|---------------------------|---------------------------------|
| <i>Ed. Code:</i> | <i>Board Policy: 3395</i> | <i>Estimated Fiscal Impact:</i> |
|------------------|---------------------------|---------------------------------|

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
 Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

July 18, 2018

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: OFFICE OF EMERGENCY SERVICES (OES),
DESIGNATION OF APPLICANT'S AGENT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The form is used to file a resolution designating an applicant's authorized representative to whom all official correspondence and funding from the state will be directed.

It is recommended that the Board of Trustees adopt the attached Office of Emergency Services resolution that will designate the District's authorized representatives to receive official correspondence and funding from the state as the result of a disaster event where the District may be eligible for state financial assistance.

The current resolution form is attached.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Trustees OF THE Solano Community College District
(Governing Body) (Name of Applicant)

THAT Celia Esposito-Noy, Superintendent-President, OR
(Title of Authorized Agent)

Robert. V. Diamond, V.P. of Finance and Administration, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Solano Community College District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Solano Community College District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 18th day of July, 20 18

Sarah E. Chapman, Board President
(Name and Title of Governing Body Representative)

A. Marie Young, Board Vice President
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Celia Esposito-Noy, duly appointed and Superintendent-President of
(Name) (Title)
Solano Community College District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Trustees of the Solano Community College District
(Governing Body) (Name of Applicant)

on the 18th day of July, 20 18.

(Signature)

Superintendent-President
(Title)

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD FOR DISTRICT VENDING SERVICES (RFP#18-011) – COMPASS GROUP USA, INC. THROUGH ITS CANTEEN DIVISION**

REQUESTED ACTION:

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

SUMMARY:

Requests for Proposals (RFP#18-011) were sent on March 15, 2018 to solicit vending services for the Solano Community College District. On April 4, 2018 one proposal was received. The proposal was reviewed and evaluated by the Associated Students of Solano Community College (ASSC) and the District.

Board approval is requested to contract with Compass Group USA, Inc., by and through its Canteen Division for vending services.

A copy of the contract is attached.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------|---------------------------|-------------------------------------|
| <i>Ed. Code:</i> | <i>Board Policy: 3225</i> | <i>Estimated Fiscal Impact: N/A</i> |
|------------------|---------------------------|-------------------------------------|

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

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 18, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

VENDING SERVICES AGREEMENT

This AGREEMENT, as from time to time amended (**Agreement**), is entered into between the undersigned client (**Client**), and Compass Group USA, Inc., by and through its Canteen Division (**Canteen**), who, in consideration of the promises contained herein, agree as follows:

1. **CANTEEN RESPONSIBILITIES.** Client grants to Canteen, as an independent contractor, the right to provide vending services (**Vending Services** or the **Services**) and to install vending and other related equipment (collectively, the **Equipment**) to dispense food, beverage, and sundry products supplied by Canteen (**Products**) at the sites and facilities described on the signature page and as further outlined in Exhibit B (**Premises**) which is attached hereto and incorporated herein by reference. Canteen will install, maintain, and service the Equipment in accordance with industry standards and all federal, state, and local laws. Client has no right, title, or interest to Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Canteen on the Premises. Except to the extent necessary in connection with Services provided hereunder, Client shall not otherwise operate, remove, or tamper with such Equipment, Products, or other property. Client shall be responsible for any damage to the Equipment or Product (including the theft thereof) caused by the willful misconduct or negligent acts or omissions of Client, its agents, or employees. In the event that a piece of Equipment is not generating at least One Hundred Dollars (\$100) per week per machine of Net Vending Sales, Canteen may, at its sole discretion: (i) remove such piece of Equipment or (ii) implement a subsidy arrangement upon the mutual agreement of the parties.

2. **CLIENT RESPONSIBILITIES.** The Client will furnish Canteen, at no cost to Canteen, with the necessary space, trash removal, extermination services, and utilities to permit the sanitary operation of the Services. Client will provide a reasonably secure area within the Premises for the installation of the Equipment. In the event that there is a disruption in utilities Client will notify Canteen as soon as Client becomes aware of such disruption. Client will maintain its Premises and service the areas around the Equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws. Client will provide Canteen employees the necessary access (and if required, necessary security access) and sufficient time to properly service and maintain the Equipment.

3. **PAYMENT TERMS.** Reserved

4. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, any breach or default hereunder, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission or breach or default of the other party, its employees, or agents). Notification of an event giving rise to an indemnification claim must (a) be received by the indemnifying party no later than ten (10) days after the party to be indemnified receives notice of the claim or lawsuit accompanied by copies of the summons, complaint, or other relevant documents relating to the claim or lawsuit; and (b) include a brief factual summary of the damage and cause thereof. Indemnification hereunder is expressly subject to, and conditioned upon, compliance with the foregoing notice provisions.

5. **INSURANCE.** Canteen shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: commercial general liability (including contractual and products-completed operations liability) in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate; business automobile coverage in an amount not less than One Million Dollars (\$1,000,000) each accident; and workers' compensation (including employers' liability coverage in an amount not less than One Million Dollars (\$1,000,000) (each accident/each employee/policy limit) in an amount not less than that required by applicable statute. Client shall obtain and maintain commercial general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) per occurrence, with excess coverage in an amount not less than Five Million Dollars (\$5,000,000) to cover claims in the aggregate, as well as property insurance against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.

6. **TERM.** Unless sooner terminated as provided in Section 7 below, the term of this Agreement shall be for three (3) years beginning on the **Effective Date (Initial Term)**, which is the date upon which Canteen begins Services set forth on the

signature page and thereafter shall automatically renew for one (1) consecutive two (2) year term, unless sooner terminated as provided herein.

7. **DEFAULT AND TERMINATION.** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within sixty (60) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such sixty (60) day period. Additionally, either party may terminate this Agreement at the end of each renewal term upon ninety (90) days' prior written notice to the other party.

8. **PROPRIETARY MARKS.** Client acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, now or hereafter owned by or licensed to Canteen or its affiliated and parent companies (collectively **Marks**) are proprietary Marks of Canteen, and Client will not use the Marks for any purpose except as expressly permitted in writing by Canteen. Upon termination of this Agreement, Client shall (a) immediately and permanently discontinue the use and display of any Marks, (collectively **De-Image**); and (b) immediately remove and deliver to Canteen all goods bearing any Marks. If Client shall fail to De-Image the Premises within thirty (30) days of the termination date, then Canteen and its agents shall have the right to enter the Premises and De-Image the Premises, without prejudice to Canteen's other rights and remedies.

9. **ASSIGNMENT.** Either party may assign or subcontract this Agreement to an affiliated business entity without the prior written consent of the other party. This Agreement shall be binding upon the parties' successors and assigns.

10. **FINANCIAL ARRANGEMENTS.** The financial arrangements are set forth on Exhibit A, which is attached hereto and incorporated herein by this reference.

11. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** **The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

12. **ENTIRE AGREEMENT.** This Agreement, and the exhibit(s) attached hereto constitutes the entire agreement and understanding between the parties relating to the subject matter herein, and supersedes all other agreements between the parties with respect thereto. Except as otherwise noted, this Agreement may not be changed without a written amendment signed by an authorized representative of each party.

13. **NOTICES.** Unless otherwise stated, the parties shall be noticed at the addresses listed below, or to any other address as designated by one party upon notice to the other party. All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one (1) business day after deposit with an overnight courier; or (d) three (3) business days after deposit in the United States mail.

[Signature Page Follows]

EFFECTIVE DATE: JULY 1, 2018

CLIENT: SOLANO COMMUNITY COLLEGE

By: _____

Name: _____
(AUTHORIZED REPRESENTATIVE)

Title: _____

Signature Date: _____

**LOCATION OF CLIENT PREMISES: 4000 SUISUN VALLEY ROAD,
FAIRFIELD, CA, 94534 AS FURTHER IDENTIFIED IN EXHIBIT B**

CLIENT NOTICE TO:

Name: _____
(PRINT NAME)

Title: _____

Principal Address: _____

**COMPASS GROUP USA, INC. BY AND THROUGH
ITS CANTEEN DIVISION**

By: _____

Name: Chris Hulick
Title: Division President

Signature Date: _____

**CANTEEN NOTICE TO:
CANTEEN**

Name: Chris Hulick
Title: Division President
Address: 5000 Hopyard Road, Suite 322, Pleasanton, CA
94588

COPY OF NOTICE TO:
General Counsel and Secretary
2400 Yorkmont Road
Charlotte, North Carolina 28217
Facsimile: 704-328-7998
And
President
Canteen Division
2400 Yorkmont Road
Charlotte, NC 28217
Facsimile: 704-424-5037

EXHIBIT A

FINANCIAL ARRANGEMENTS

1. VENDING SERVICES–COMMISSIONS

| Product | Initial Unit Selling Price | Commission Percentage Rate |
|------------------------|----------------------------|----------------------------|
| Large Candy | \$1.35 | 20% |
| Large Chips | \$1.30 | 20% |
| Cookies | \$1.35 | 20% |
| Can Soda | \$1.50 | 25% |
| Bottled Soda | \$2.00 | 25% |
| Bottled Water | \$1.75 | 25% |
| Bottled Juice/Gatorade | \$2.50 | 25% |
| Energy Drinks | \$3.50 | 25% |
| Fresh Pastry | \$1.50 | 20% |
| Food | \$1.75-\$4.50 | 0% |

Subject to the payment of commissions to Client as further set forth herein, Canteen will provide the Vending Services on a profit and loss basis, whereby Canteen shall retain all income derived and bear all costs of operation (unless such costs of operation are otherwise a Client obligation pursuant to Section 2), resulting from the provision of Vending Services.

Commissions shall be computed monthly (based on Canteen's fiscal calendar) based upon Net Vending Sales on Client Premises. The report detailing commissions due Client will accompany payment which shall be forwarded within thirty (30) days of month end. Costs of providing cashless payment options (e.g. credit and debit card readers) including, but not limited to wireless communications charges, bank or credit card fees, etc. shall be deducted from Client commissions earned. Net Vending Sales are defined as the reported units sold multiplied by the selling prices (excluding cold food machine sales) less applicable sales taxes, California Redemption Value (if applicable), and container deposits. Payments of commissions will be made to Client at the Notice address herein or such other place as Client may from time to time designate to Canteen in writing. The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions, labor costs (including, but not limited to benefits and insurance), product costs, fuel costs, Federal, state, and local tax structure, any change in Federal, state or local law including regulatory or legislative mandates, and any other levy or tax that impacts Canteen's services (**Factors**). If there are changes in such Factors, Canteen may modify the commission rate(s) and/or prices, which shall be noted on commission statements and/or the remittance advice. Notwithstanding the foregoing, Product prices may be adjusted by Canteen annually at a rate equal to the greater of the then-current, relevant rate published for the Employment Cost Index (**ECI**) or the national or regional Consumer Price Index (**CPI**). Canteen and Client will work together regarding the implementation of the price increases.

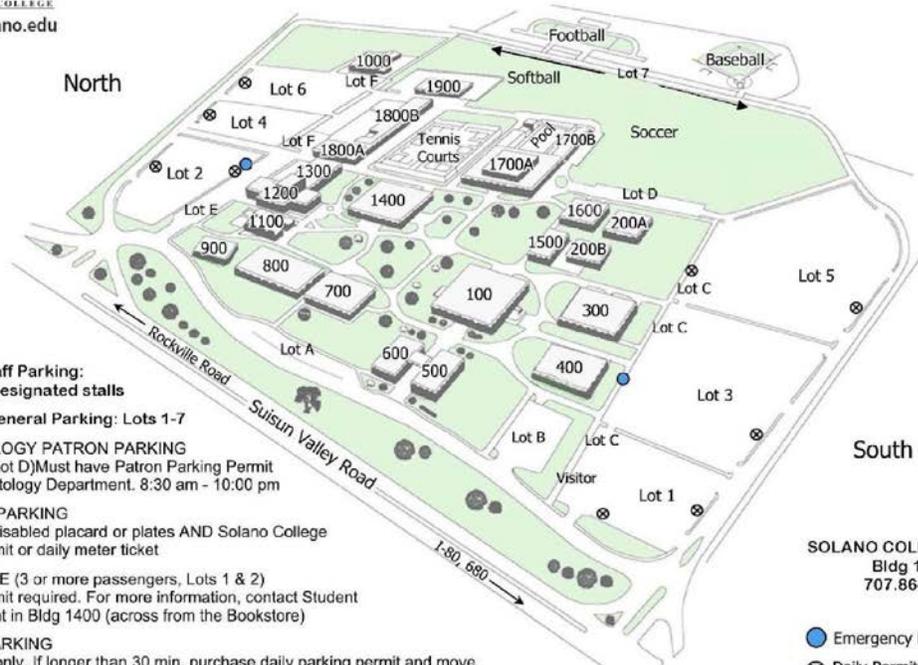
EXHIBIT B

Client Premises Location: Map



Fairfield Map

4000 Suisun Valley Road, Fairfield, CA, 94534, (707) 864-7000



Faculty/Staff Parking:
Lots A-F, Designated stalls

Student/ General Parking: Lots 1-7

COSMETOLOGY PATRON PARKING
(West side Lot D) Must have Patron Parking Permit from Cosmetology Department. 8:30 am - 10:00 pm

DISABLED PARKING
Must have disabled placard or plates AND Solano College parking permit or daily meter ticket

RIDE SHARE (3 or more passengers, Lots 1 & 2)
Special permit required. For more information, contact Student Development in Bldg 1400 (across from the Bookstore)

VISITOR PARKING
30 minutes only. If longer than 30 min, purchase daily parking permit and move vehicle to regular parking lot. No Faculty/Staff or Student parking allowed.

CHILD CARE PARKING
15 minutes, drop off/pickup only. If longer than 15 min, purchase daily parking permit and move vehicle to regular parking lot. No Faculty/Staff or Student parking allowed.

SOLANO COLLEGE POLICE
Bldg 1800B
707.864.7131

- Emergency Phone
- ⊗ Daily Permit Dispenser \$1 bills/small change

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

TO: Members of the Governing Board

SUBJECT: FIVE YEAR CONSTRUCTION PLAN

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the 2019-20 Five Year Construction Plan. Each year the District is required to submit a Five Year Construction Plan to the California Community Colleges Chancellor's Office. The Plan provides a list of current and proposed capital construction projects, including those supported by local funds like Measure Q and those supported with a combination of State and local funds.

The Board is asked to approve the Five Year Construction Plan.

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

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

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

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 18, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #13

REQUESTED ACTION:

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

SUMMARY:

The Board is requested to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP will require periodic adjustments to accommodate the changing needs of the District over time. The original document was approved on August 20, 2014. Previous updates have been approved by the Board on the following dates:

| | | |
|----------------------------|-----------------------------|----------------------------|
| Update #1 March 4, 2015 | Update #5 March 1, 2017 | Update #9 January 17, 2018 |
| Update #2 March 16, 2016 | Update #6 April 19, 2017 | Update #10 March 21, 2018 |
| Update #3 October 19, 2016 | Update #7 December 6, 2017 | Update #11 June 6, 2018 |
| Update #4 January 18, 2017 | Update #8 December 20, 2017 | Update #12 June 20, 2018 |

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.</i> |
|------------------|----------------------|---|

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #13

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Update #13 of the BSP includes adjustments for the following:

Performing Arts Building Renovation Project: Now that all costs have been finalized for this project, a savings of \$115,128 is being returned to Program Reserve.

Autotechnology Building Project: Now that all costs have been finalized for this project, an additional savings of \$64,039 is being returned to Program Reserve.

| Adjustment | Amount | From | To |
|------------|-----------|--|-----------------|
| 1 | \$115,128 | Performing Arts Building (Phase 1 B1200 Renovation) | Program Reserve |
| 2 | \$64,039 | Autotechnology Building | Program Reserve |
| | | | |

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #13 attached.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SITESCAN FOR
UNDERGROUND UTILITY LOCATOR SERVICE FOR
LIBRARY/ LEARNING RESOURCE CENTER (BUILDING
100 REPLACEMENT) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for contract award to SiteScan to provide underground utility locator services for the Library/Learning Resource Center (Building 100 Replacement) Project. The scope of services includes locating existing underground utilities and development of a map for use in the design of the new Library/Learning Resource Center (Building 100 Replacement).

CONTINUED ON THE NEXT PART

STUDENT SUCCESS IMPACT:

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

| | | | |
|------------------|----------------------|---|------------------------|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$21,460.00</i> | <i>Measure Q Funds</i> |
|------------------|----------------------|---|------------------------|

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

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SITESCAN FOR
UNDERGROUND UTILITY LOCATOR SERVICE FOR
LIBRARY/ LEARNING RESOURCE CENTER (BUILDING
100 REPLACEMENT) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from SiteScan, Subtronic Corporation, GeoTech Utility Locating, and UtiliQuest. Proposals were evaluated, and based on qualifications and price, SiteScan is recommended for award of contract.

The Governing Board is asked to approve a contract to SiteScan in the amount of \$21,460.00.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO VISIONS MANAGEMENT FOR
PROFESSIONAL MOVE MANAGEMENT SERVICES FOR
THE LIBRARY / LEARNING RESOURCE CENTER
(BUILDING 100 REPLACEMENT) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Request for Proposals were issued to qualified move management firms and proposals for Phase 1 services were due by July 5, 2018. A pre-bid site walk was conducted on June 20, 2018 so that proposers could familiarize themselves with the site conditions. Three firms attended the mandatory pre-bid site walk.

Only one proposal was received, from Visions Management. The proposal was evaluated and the proposed fee in the amount of \$24,640.00 was determined to be reasonable for the services requested.

The Board is asked to approve a professional services contract to Visions Management in the amount not to exceed \$24,640.00 for Phase 1 services.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AMENDMENT #1 TO GLUMAC FOR
COMMISSIONING SERVICES FOR THE VACAVILLE
CENTER HVAC UPGRADE PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On May 2, 2018, the Board approved a contract to Glumac to provide commissioning services for the Vacaville Center HVAC Upgrade Project. The scope of services includes providing professional services to act as the District’s Commissioning Agent to verify that all building systems have been installed properly and perform as designed.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$5,760 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bond Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO GLUMAC FOR
COMMISSIONING SERVICES FOR THE VACAVILLE
CENTER HVAC UPGRADE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

It was necessary to expedite start up, test and balance, and commissioning by phasing this process over the project schedule rather than completion at the end of the project. The Board is asked to approve Amendment #1 for additional consulting hours to complete the work in phases rather than all at once at the end of the project.

Contract Summary:

\$20,150 Original Contract Amount

\$ 5,760 This Proposed Amendment #1

\$25,910 New Contract Amount, including Amendment #1

The Governing Board is asked to approve this Amendment #1 to GLUMAC in the amount of \$5,760.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHANGE ORDER #1 TO HM CONSTRUCTION, INC. FOR
THE PAVEMENT REHABILITATION PROJECT
REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On January 17, 2018 the Board approved a construction contract with HM Construction, Inc. for the Pavement Rehabilitation Project. This project is now complete and Board approval is requested for deductive Change Order #1 in the amount of (\$16,677.70) for the portion of the Owner's Allowance not used during construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$16,677.70) Scheduled Maintenance Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

July 6, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO HM CONSTRUCTION, INC. FOR
THE PAVEMENT REHABILITATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

| | |
|-----------------------|-----------------------|
| Original Contract Sum | \$ 266,777.50 |
| Prior Change Orders | \$ 0.00 |
| Change Order #1 | <u>\$ (16,677.70)</u> |
| New Contract Amount | \$ 250,099.80 |

The Board is asked to approve deductive Change Order #1 to HM Construction, Inc. in the amount of (\$16,677.70).

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



Change Order

Solano Community College District

4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189

Change Order # 1
 Project No.: 18-007
 Date: 7/18/2018

DSA File No.: N/A
 DSA Number: N/A

Project: Pavement Rehabilitation Project
 4000 Suisun Valley Road
 Fairfield CA 94534

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

The Contract is Changed as Follows:

| CPE # | Description | Amount | Days Added |
|-----------------------------------|--|-----------------------|------------|
| 01 | Credit back for unused Owner Allowance | \$ (16,677.70) | 0 |
| | | | |
| | | | |
| | | | |
| TOTAL COST OF CHANGE ORDER | | \$ (16,677.70) | |

| | |
|---|----------------|
| Original Contract Sum: | \$ 266,777.50 |
| Total change By Previous Change Orders: | \$ - |
| Contract Sum Prior to This Change Order: | \$ 266,777.50 |
| Original Contract Sum will be Increased by This Change Order: | \$ (16,677.70) |
| The New Contract Sum Including This Change Order Will Be: | \$ 250,099.80 |

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

CONTRACTOR: _____ Date: _____
 Hocine Merzouk
 President
 HM Construction, Inc.

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE PAVEMENT REHABILITATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Pavement Rehabilitation Project Notice of Completion. On January 17, 2018, the Board awarded HM Construction, Inc. a contract for the Pavement Rehabilitation Project. The scope of work included labor, materials, equipment and supplies necessary for the rehabilitation of an existing asphalt pavement road located on the District’s main Fairfield campus.

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

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

STUDENT SUCCESS IMPACT:

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

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

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

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 7/18/2018
 7. The Project Name is: Pavement Rehabilitation Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: HM Construction, Inc.
 10. The name of the contractor's Surety Co. is: N/A
 11. The date of contract between the contractor and the above owner is: 1/17/18
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Rehabilitation of an existing asphalt pavement road located on the District's main Fairfield campus.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager _____ Lucky Lofton

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

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT CHANGE ORDER #1 TO BEL AIR
MECHANICAL, INC. FOR THE VACAVILLE HVAC
UPGRADE PROJECT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 to the contract with Bel Air Mechanical, Inc. for the Vacaville HVAC Upgrade Project. On March 21, 2018 the Board approved a contract with Bel Air Mechanical, Inc. for the Vacaville HVAC Upgrade Project.

This proposed Change Order No. 1 is in response to the assessments of the project team that

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$28,382.92 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

July 6, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy Ed.D.
Superintendent-President

July 6, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #1 TO BEL AIR
MECHANICAL, INC. FOR THE VACAVILLE HVAC
UPGRADE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

identified critical improvement recommendations to the HVAC upgrade project by revising the design of three roof top units and providing more effective roof protection and waterproofing for ten new air conditioning units.

These improvements are significant and will extend the life of the equipment as well as improve the operational performance, as well as protect the building.

Following is a summary of the Contract:

\$1,970,000.00 Original Contract Amount

\$ 28,382.92 Proposed Change Order #1

\$1,998,382.92 New Contract Amount, including this Change Order #1

The Board is asked to approve this Change Order #1 to Bel Air Mechanical, Inc. in the amount of \$28,382.92, resulting in a new contract amount of \$1,998,382.92

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Change Order # 1
 Project No.: 18-010
 Date: 07/18/18

DSA File No.: 48-C1
 DSA App. No.: 02-116082

Project: Solano Community College District
 Vacaville HVAC Upgrade Project

To: Bel Air Mechanical, Inc.
 1818 Arnold Industrial Place, Suite A
 Concord, CA 94520

The Contract is Changed as Follows:

CPE No.

01 COR #1 Change Roof Top Units No 15, 16, and 17 to 100% Outside Air Units

\$25,037.61

02 COR #2 Provide sheet metal caps for roof top condensing units

\$3,345.31

TOTAL COST OF CHANGE ORDER

ADD \$28,382.92

FINAL CHANGE ORDER AMOUNT

Deduct \$ 28,382.92

| | | |
|---|----|---------------------|
| Original Contract Sum: | \$ | 1,970,000.00 |
| Total change By Previous Change Orders: | \$ | - |
| Contract Sum Prior to This Change Order: | \$ | 1,970,000.00 |
| Original Contract Sum will be Increased by This Change Order: | \$ | 28,382.92 |
| The New Contract Sum Including This Change Order Will Be: | \$ | 1,998,382.92 |

Contract Time Will be Changed by This Change Order: 0 Days

Note that final completion date is August 3, 2018.

(Affix stamp here)

CONTRACTOR: _____ Date: _____

Bel Air Mechanical, Inc.

(Affix stamp here)

OWNER: _____ Date: _____

Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RATIFICATION OF CONTRACT AMENDMENT #1 TO
YOCHA DEHE WINTUN NATION FOR CULTURAL
RESOURCES MONITORING SERVICES FOR SPRING
PROJECTS

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On March 7, 2018, the Board approved a contract to Yocha Dehe Wintun Nation to provide cultural resources monitoring services to meet California Environmental Quality Act (CEQA) requirements for various Fairfield Campus spring projects, including the Horticulture Restroom Building Foundation and Site Work Project and Building 100 Generator Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$6,764.27 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

July 6, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT AMENDMENT #1 TO
YOCHA DEHE WINTUN NATION FOR CULTURAL
RESOURCES MONITORING SERVICES FOR SPRING
PROJECTS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The original fee proposal was based on a not-to-exceed estimated cost for monitoring services. However, during the course of construction additional monitoring services were required. Board ratification is requested to approve Amendment #1 for additional monitoring hours to complete excavation activities for the Horticulture Restroom Building Foundation and Site Work Project and Building 100 Generator Project.

Contract Summary:

\$ 9,000.00 Original Contract Amount
\$ 0.00 Previously Approved Amendments
\$ 6,764.27 This Proposed Amendment #1
\$15,764.27 New Contract Amount, including Amendment #1

The Governing Board is asked to ratify Amendment #1 to Yocha Dehe Wintun Nation in the amount of \$6,764.27.

The contract Amendment #1 is available at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT #1 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Yocha Dehe Wintun Nation** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated February 22, 2018, for services related to **Fairfield Campus Spring Projects** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to add additional services related to cultural resources monitoring of ground disturbing construction activities required by the California Environmental Quality Act (CEQA);

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

AGREEMENT

1. Section J. of the Agreement is amended to read in its entirety:
District agrees to hire the Archaeologist for purposes of this Agreement. District also agrees to pay for any fees and costs related to the County Coroner's participation under this Agreement, if any. District also agrees to compensate Yocha Dehe for all work completed by its monitors, pursuant to the payment schedule in Attachment II. This contract amount shall be established as not to exceed **Fifteen Thousand Seven Hundred Sixty Four Dollars and Twenty Seven Cents (\$15,764.27)**, which is a total of the original contract amount of Nine Thousand Dollars (\$9,000), and Amendment #1 in the amount not to exceed Six Thousand Seven Hundred Sixty Four Dollars and Twenty Seven Cents (\$6,764.27). Should circumstances require more efforts from Yocha Dehe, by mutual agreement with the District an Amendment may be made to this contract, subject to the approval of the District's Governing Board.
2. Attachment II, Article III is amended to read:

Fee Estimates for Projects:

| PROJECT NAME | HOURS | FEE |
|---|--------------|------------|
| Softball Bleacher Path of Travel | 20+ | \$4,689.04 |
| Horticulture Modular Restroom Foundation & Sitework | 80 | \$6,000.00 |
| B100 Generator | 20+ | \$5,075.23 |

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2018

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

YOCHA DEHE WINTUN NATION

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP, INC.
FOR PROFESSIONAL SERVICES FOR THE LIBRARY
LEARNING RESOURCE CENTER (BUILDING 100
REPLACEMENT PROJECT)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Development Group, Inc. (DGI) for District Data Center equipment which will be moved into the new Library Learning Resource Center building. The equipment is being purchased in advance of completion of the new building. The scope of work includes the procurement, installation and configuration of Cisco Hyper-Flex Storage (FLASH).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$325,135 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP, INC.
FOR PROFESSIONAL SERVICES FOR THE LIBRARY
LEARNING RESOURCE CENTER (BUILDING 100
REPLACEMENT PROJECT)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was solicited from Development Group, Inc., District selected firm from RFQP #15-015 to be a five year business/education partner to ensure standardization of systems in the long term. The Board approved the original contract with Development Group, Inc. on August 19, 2015 for the work in Districtwide Information Technology Improvement Project (Phase 1).

The proposal for this scope of work was reviewed, and proposed pricing was determined to be fair and appropriate to the scope of work of the project.

The Board is asked to approve a professional services contract to Development Group, Inc. in the amount of \$325,134.06.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF CVENT AGREEMENT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

This item is to approve renew of an annual agreement with Cvent to provide event registration website services for the Business and Entrepreneurship Sector grant project. The term of the agreement is from 8/20/2018 to 8/19/2019 and the total cost of the agreement is \$8,068. Funding for the service is budgeted in the GO-Biz DoD OEA CASCADE Grant project.

Attached is a copy of the agreement.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$8,068 expense covered by grant

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Small Business Sector Navigator

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7846
TELEPHONE NUMBER

Vice President, Academic Affairs
VICE PRESIDENT APPROVAL

July 6, 2018
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

July 18, 2018
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

| | |
|---|--------------------|
| Customer: Solano Community College | Cvent, Inc. |
|---|--------------------|

Billing Address:
400 Suisun Valley Rd,
Fairfield, CA 94534

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com

| Annual Fees and Usage: | Quantity | Unit Rate | Discount Unit Rate | Price |
|---|----------|-------------------------|--------------------|---------------------|
| Additional User Logins | 1 | USD 250.00 | | USD 250.00 |
| Professional License - Event Management | 1 | USD 2,500.00 | USD 1,500.00 | USD 1,500.00 |
| Per Registration Fee | 900 | USD 7.48 | USD 7.02 | USD 6,318.00 |
| Professional Event Certification | 1 | USD 296.00 | USD 0.00 | USD 0.00 |
| TOTAL ANNUAL PRICE in USD | | | | USD 8,068.00 |

Contract Term: The term is 8/20/2018 to 8/19/2019. Agreement will renew for another term of equal length at then current rates unless Customer gives Cvent 60 days' prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75 days before expiration of term.

Services: Cvent products and services listed above, each subject to the applicable Terms of Use located on the Cvent website at <http://www.cvent.com/en/product-terms-of-use.shtml>.

| Overage Fees | Price |
|----------------------|----------|
| Per Registration Fee | USD 8.02 |

Overage fees billed in arrears. In lieu of paying this rate, the Customer may purchase additional quantities at any point during the term of the agreement.

| |
|----------------------|
| Payment Terms |
|----------------------|

| | |
|--|--|
| Annual Upfront by Invoice; Payment due Net 30 from Invoice Date. | Tax/VAT/GST/ABN ID #: |
| Purchase Order #: | <i>Price does not include sales tax or any other applicable taxes.</i> |

| |
|-------------------------|
| Additional Terms |
|-------------------------|

Customer understands that Cvent standard contracting terms stipulate a minimum two (2) year agreement. Provided Customer wishes to renew after this 1 year term, Customer agrees to renew for a minimum of two (2) to four (4) years.

| Billing Contact Details: | Billing Address: | Service Address: |
|---------------------------------|-------------------------------|-------------------------------|
| Name: Charles Eason | Street: 400 Suisun Valley Rd, | Street: 400 Suisun Valley Rd, |
| Title: B&E Sector Navigator | City: Fairfield | City: Fairfield |
| Email: charles.eason@solano.edu | State: CA | State: CA |
| Phone: (707) 863-7846 | Zip Code: 94534 | Zip Code: 94534 |
| | Country: US | Country: US |

| Cvent Signatory | Customer Signatory |
|---|--------------------------------------|
| Name: | Name: Dr. Celia Esposito-Noy |
| Title: Account Manager, Event Solutions | Title: Superintendent/President |
| Email: tmichalet@cvent.com | Email: Celia.Esposito-Noy@solano.edu |
| Phone: (512) 450-5338 | Phone: (707) 864-7000 ext 7299 |
| Signature: | Signature: |
| Date Signed: | Date Signed: |

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF CHANCELLORS OFFICE SMALL
BUSINESS SECTOR NAVIGATOR GRANT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested to renew Solano Community College as host for the California Community Colleges Chancellor’s Office Business and Entrepreneurship Sector Navigator grant. The Business and Entrepreneurship Sector grant is a statewide leadership grant for coordinating business and entrepreneurship sector programs for the 114 community colleges across the state. The amount of the grant is \$372,000 and the term of the grant is July 1, 2018 through June 30, 2019.

Attached is a copy of the grant renewal package and face sheet from the Chancellor’s Office.

STUDENT SUCCESS IMPACT:

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

Ed. Code:81655 Board Policy:3520 Estimated Fiscal Impact:\$372,000 Grant Revenue

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Small Business Sector Navigator

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER

Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

July 6, 2018

DATE SUBMITTED TO
UPERINTENDENT-PRESIDENT

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

July 6, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



April 26, 2018

To: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Administrators of Occupational Education
Academic Senate Presidents
Public Information Officers

From: Van Ton-Quinlivan, Executive Vice Chancellor
Workforce and Digital Futures Division

CC: Workforce and Economic Development Division

Subject: Formal Notification of Intent to Award for the FY 2018-19
Statewide Sector Navigators, RFA 18-152 through 18-161

This memorandum is a formal notification of the intent to award the Statewide Sector Navigators, RFA 18-152 through 18-161 for the Workforce and Economic Development Division of the California Community Colleges Chancellor's Office.

The California Community Colleges Chancellor's Office, Workforce and Economic Development Division acknowledge the quality of applications and the ability to meet diverse sector needs.

Pending Board of Governors approval as well as the availability of funds, commencement is July 1, 2018. A list of the project applications and their funding status is listed below.

The grant applications were reviewed and competitively scored. Applications were assigned in rank order:

1. Funded (F).
2. Eligible-Not Funded (E-NF) Proposals in this category received the minimum number of points eligible for funding (75 points) but funding was insufficient to fund more than one proposal in that category.
3. Not Eligible (NE). This category includes proposals that did not achieve the minimum number of points on the evaluation.
4. Not Scored (NS). This category designates proposals that were rejected before being read for reasons listed in the RFA.

Applicants have ten business days from the day this letter is posted online, until Friday, May 11, 2018 at 5:00 p.m. to enter a protest. Please refer to Section 3470 of the [Contracts and Grants Manual](#) for information on filing a protest.

If a protest is entered during this period, the grants affected will not be awarded until the protest is resolved. The appeal must specify the grounds of appeal and must be based on the process and/or procedures used in the review and recommendation of application for awards.

The Chancellor's Office will contact the district receiving funding to request Face Sheets and any technical changes, including budgets, that are needed to complete the execution of the grant agreement. A copy of the fully executed grant agreement will be mailed to the district.

For audit purposes, funded districts must retain a copy of the grant agreement, the RFA Specifications, and the Workforce and Economic Development Division Request for Applications Instructions, Terms and Conditions for three years. Collectively, these documents constitute the legally binding agreement to perform the specified work.

Please provide this memorandum to the Project Director and Proposal Writer along with a copy of the attachment. If you have questions, please contact Executive Vice Chancellor Van Ton-Quinlivan via email at vtquinlivan@cccoco.edu.

**Intent to Award
RFA 18-152 through 18-160
Statewide Sector Navigators**

| College District | RFA Number and Title | Status |
|--|--|--------|
| College of the Sequoias – Sequoias Community College District | 18-152: Statewide Sector Navigator – Advanced Manufacturing | F |
| Cerritos College – Cerritos Community College District | 18-153: Statewide Sector Navigator – Advanced Transportation & Logistics | F |
| San Diego Miramar College – San Diego Community College District | 18-154: Statewide Sector Navigator – Life Sciences/Biotech | F |
| Reedley College – State Center Community College District | 18-155: Statewide Sector Navigator – Agriculture, Water & Environmental Technologies | F |
| College of the Canyons – Santa Clarita Community College District | 18-156: Statewide Sector Navigator – Health | F |
| Long Beach Community College District | 18-157: Global Trade | F |
| Rancho Santiago Community College District | 18-158: Statewide Sector Navigator – Information & Communications Technologies (ICT) & Digital Media | F |
| Solano County Community College District | 18-159: Statewide Sector Navigator – Business & Entrepreneurship | F |
| Chaffey College - Chaffey Community College District | 18-160: Statewide Sector Navigator – Energy, Construction & Utilities | F |
| Rancho Santiago Community College District | 18-161: Statewide Sector Navigator – Retail, Hospitality & Tourism ‘Learn and Earn’ | F |

| | | |
|--|---|-------------|
| El Camino CCD | 18-152: Statewide Sector Navigator – Advanced Manufacturing | NS |
| Grossmont College – Grossmont Cuyamaca Community College District | 18-156: Statewide Sector Navigator – Health | E-NF |
| Kern Community College District | 18-157: Global Trade | E-NF |
| Los Rios Community College District | 18-157: Global Trade | NE |
| Southwestern College – Southwestern Community College District | 18-157: Global Trade | E-NF |
| Pasadena City College – Pasadena Area Community College District | 18-159: Statewide Sector Navigator – Business & Entrepreneurship | NE |
| El Camino CCD | 18-161: Statewide Sector Navigator – Retail, Hospitality & Tourism ‘Learn and Earn’ | E-NF |

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

TO: **Members of the Governing Board**

SUBJECT: **AMENDMENT TO DEPARTMENT OF DEFENSE, OFFICE
OF ECONOMIC ADJUSTMENT CASCADE CONTRACT**

REQUESTED ACTION:

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

SUMMARY:

The item is to approve an amendment to a Department of Defense (DoD) Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) Grant. Solano College as host for the California Community Colleges Business and Entrepreneurship Sector Navigator grant is currently a subcontractor under the California Governor’s Office of Planning and Research (OPR) to deliver Projects 7 & 12 of the multi-partner CASCADE project. This amendment will add Project 10 to the scope of work to provide supply chain outreach to underrepresented businesses and conduct three supply chain outreach workshops. The amendment increases the amount of the contract by \$18,359 to \$115,359. The term of the agreement is August 17, 2017 to August 31, 2019.

Attached is a copy of the contract amendment.

STUDENT SUCCESS IMPACT:

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

| | | |
|-----------------------|--------------------------|---|
| <i>Ed. Code:81655</i> | <i>Board Policy:3520</i> | <i>Estimated Fiscal Impact:\$115,359 Contract Revenue</i> |
|-----------------------|--------------------------|---|

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

Charles Eason, Small Business Sector Navigator

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

ADDRESS

(707) 863-7846

TELEPHONE NUMBER
David Williams, Ph.D.

Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

GRANT AGREEMENT AMENDMENT

BSO-02A (Rev)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and Grantee named below:
STATE AGENCY'S NAME

GRANTEE'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement after this amendment is: _____

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Grant Agreement and incorporated herein:

This amendment makes the following changes:

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | |
|--|----------------------------------|
| GRANTEE | |
| GRANTEE'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> | |
| BY <i>(Authorized Signature)</i>  | DATE SIGNED <i>(Do not type)</i> |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| ADDRESS | |
| STATE OF CALIFORNIA | |
| AGENCY NAME | |
| BY <i>(Authorized Signature)</i>  | DATE SIGNED <i>(Do not type)</i> |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| ADDRESS | |



California Advanced Supply Chain Analysis and Diversification Effort (CASCADE)

The Governor's Office of Business and Economic Development (GO-Biz) and Governor's Office of Planning and Research (OPR) have submitted an application for grant funds from the Department of Defense Office of Economic Adjustment (OEA). OEA works to support communities, businesses and workers that are negatively affected by changes in defense spending. This plan, entitled the California Advanced Supply Chain Analysis and Diversification Effort (CASCADE), will support the development of a comprehensive set of programs designed to bolster defense supply chain resilience. This 360 degree approach to supply chain resilience will address immediate supply chain needs for firms affected by changes in defense spending, while also expanding the long-term innovation capacity of California's supply chains. OPR is the official applicant and will act as the fiscal agent, while GO-Biz will serve as the program manager.

CASCADE supports opportunities to build cybersecurity resilience as one method of enhancing overall supply chain resilience. GO-Biz, through the CyberCalifornia initiative, will coordinate a variety of cybersecurity resilience activities for businesses, including cybersecurity supply chain mapping, cybersecurity provider surveys, cyber physical security workshops and assessments, innovation vouchers, and cybersecurity labor market analysis. CASCADE will also support more general business resilience activities, including commercialization, diversification, supply chain outreach, and entrepreneurial skills development.

The overall program is divided into four (4) phases and 15 total projects. The projects are contemplated to be completed by sub-recipients as detailed below.

Planning Phase

The primary goal of the planning phase is to develop the management processes that will govern CASCADE. In addition, this phase will also support the gathering of foundational data related to the cybersecurity resilience projects of Phases 1-3. These subsequent cybersecurity activities will demonstrate that enhanced cybersecurity resilience can support modernization and diversification assistance goals, as well as enhance the innovation capacity and long-term sustainability of advanced industry supply chains within the defense sector. The Planning Phase includes the following projects:

1. Strategic alignment with other OEA plans (facilitated by GO-Biz)
2. Cybersecurity labor market analysis and skills gap analysis (conducted by California Community Colleges, San Francisco Bay Center of Excellence for Labor Market Research)



OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
OFFICE OF PLANNING AND RESEARCH

STATE OF CALIFORNIA • OFFICE OF GOVERNOR EDMUND G. BROWN JR.



Phase 1 – Identify and analyze defense supply chain

The purpose of Phase 1 is to develop more specific data on the defense supply chain in California. This data will help to identify the communities, businesses, and workers that will be eligible for the subsequent Phase 2 and Phase 3 diversification, adjustment, and modernization activities. Phase 1 includes the following projects:

3. Cyber provider survey (conducted by California Manufacturing Technology Consulting)
4. Supply chain mapping (conducted by California State University San Bernardino)
5. Cybersecurity industry convenings (conducted by San Jose State University)

Phase 2 – Build awareness of supply chain resilience resources

Phase 2 activities will raise awareness of available resilience resources and programs for communities, businesses, and workers at risk of being negatively affected by changes in spending. In addition, Phase 2 activities will help strategic partners identify the workers and businesses that will be eligible for the diversification and adjustment programs provided in Phase 3. While the strategic partners responsible for Projects 6-10 submitted individual proposals, these supply chain resilience efforts will be combined into multiple-partner resource fairs. Each resource fair will offer a robust set of resilience programs and educational opportunities for attendees. As one potential example, a resource fair may include a supply chain resilience seminar (Project 6), a business diversification workshop (Project 7), and a cyber physical security awareness workshop (Project 8). Phase 2 includes the following projects:

6. Supply chain resilience seminars (hosted by East San Diego County Economic Development Council)
7. Regional supply chain workshops (hosted by California Community Colleges Small Business Sector Navigator)
8. Cyber physical security workshops (hosted by California Manufacturing Technology Consulting)
9. Cyber physical security assessments (conducted by California Manufacturing Technology Consulting)
10. Supply chain outreach (hosted by the Nehemiah Emerging Leaders Program)

Phase 3 – Develop business and worker resilience programs to bolster supply chain

During Phase 3, strategic partners will deliver programs that will help the communities, businesses, and workers affected by changes in defense spending. These activities will support the development of modernization and diversification assistance programs for businesses. Eligible recipients for these assistance programs will be identified through the Phase 1 data analysis and the Phase 2 resource fairs. Phase 3 includes the following projects:



11. Business assistance programs for affected suppliers (conducted by GO-Biz)
12. Contract diversification program (conducted by California Community Colleges Small Business Sector Navigator)
13. Commercialization pilot analysis (conducted by Santa Clara University)
14. Innovation Hub competitive grant proposal/innovation voucher program (conducted by GO- Biz)
15. Entrepreneurial and business skills development program (conducted by California State University San Bernardino)

Scopes of Work for California Advanced Supply Chain Analysis and Diversification Effort (CASCADE)

Note that the individual activities proposed in Projects 6-10 will be combined into multiple partner “resource fairs.”

Project 10 – Supply Chain Outreach

Background and Summary:

The supply chain resource fairs will also feature a series of supply chain outreach workshops led by the Community Colleges Small Business Sector Navigator. These workshops will support the development of business planning, modernization, and market exploration services for underrepresented businesses. These workshops will be held in Northern California and will cover the following topics:

- Opportunities to access the Department of Defense supply chain and the supply chain resilience resources being developed through the CASCADE Project
- Workforce development opportunities for supply chain businesses
- Cybersecurity awareness and resilience

Upon conclusion of these industry meetings, the California Community Colleges Small Business Sector Navigator will develop a strategy paper that synthesizes the lessons and provides recommendations for connecting business outreach activities to the modernization and supply chain resilience goals of the CASCADE Project.

Tasks:

- 1) Develop content and agendas for business workshops that will introduce underrepresented



OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
OFFICE OF PLANNING AND RESEARCH



STATE OF CALIFORNIA • OFFICE OF GOVERNOR EDMUND G. BROWN JR.

businesses to procurement opportunities available through the Department of Defense and similar agencies, educate them on certification and cybersecurity requirements and local, state and federal resources available to them as they embark on their business development strategies.

- 2) Host three business workshops in partnership with CASCADE partners, ethnic chambers, industry stakeholders, governmental entities and other entities as deemed necessary.
- 3) Write strategy paper that summarizes findings, captures key metrics such as workshop attendance, satisfaction, and number of follow-up inquires and identifies future opportunities for business outreach that bolsters supply chain resilience. This strategy paper can be shared with other OEA diversification projects serving on the CASCADE Steering Committee so that they may hold workshkops of their own in their regions.

Note that the initial criteria for determining the firms to target for these workshops will be developed in the Strategic Alignment Project and validated by the Steering Committee (see project 1). These selection criteria will also be informed by the initial data gathered from the supply chain mapping activities (projects 3-5) and the cybersecurity skills gap analysis (project 2).

Objective of the Activity:

- Bolster supply chain resilience by raising awareness of supply chain opportunities among underrepresented businesses.

Procurement:

The California Community Colleges Small Business Sector Navigator will undertake these efforts.

Project Schedule:

June 1, 2018- August 31, 2019

| | A | B | C | D | E |
|----|--|--------------------|--------------------------|-----------------|-----|
| 1 | SUB-RECIPIENT (Solano Community College as host for the California Community Colleges Business & Entrepreneurship Sector Navigator) - Project 10 | From: | To: | Weeks in Grant: | 106 |
| 2 | Supply Chain Outreach Workshops | 42948 | 8/31/2019 | Months: | 24 |
| 3 | | | | Hours/Yr: | |
| 4 | SUB-AWARD BUDGET | | | | |
| 5 | | OEA Federal | Non-Federal Match | Total | |
| 6 | Personnel | | | | |
| 7 | The personnel costs are burdened rates including fringe benefits. | | | | |
| 8 | Project Coordinator (40 hours / \$75 per hour) | 3000 | | 3,000 | |
| 9 | Sector Navigator (40 hrs federal, 12 hrs non-federal @ \$100/hr) | 4000 | 1200 | 5200 | |
| 10 | Deputy Sector Navigator for Bay Area Region, Cabrillo College (3 hours / \$60 per hour) | | 180 | 180 | |
| 11 | Deputy Sector Navigator for Greater Sacramento Region Woodland College (3 hours / \$60 per hour) | | 180 | 180 | |
| 12 | Deputy Sector Navigator for North Bay/East Bay Region, Napa Valley College (3 hours / \$60 per hour) | | 180 | 180 | |
| 13 | | | | | |
| 14 | Subtotal 1 - Personnel | 7000 | 1740 | 8,740 | |
| 15 | | | | | |
| 16 | Fringe | | | | |
| 17 | | | | | |
| 18 | Travel | | | | |
| 19 | Mileage to events for Project Coordinator and Sector Navigator | 327 | | | |
| 20 | | | | | |
| 21 | Subtotal Travel | 327 | | | |
| 22 | | | | | |
| 23 | Equipment | | | | |
| 24 | | | | | |
| 25 | Supplies | | | | |
| 26 | Printed materials for events, name tags, binders, handouts | 182 | | | |
| 27 | | | | | |
| 28 | Subtotal Supplies | 182 | | | |
| 29 | | | | | |
| 30 | Contractual | | | | |
| 31 | Costs below are for three supply chain workshops, one each in the North Bay (or Central Valley), Bay Area, Greater Sacramento. The Project 10 workshops will be delivered as a component of the Regional Defense Supply Chain Resource Fairs. | | | | |
| 32 | Stipends for workshop facilitators (travel & time) - \$500 * 3 Note: Workshop facilitators for the Project 10 components of the Regional Supply Chain Resource Fairs may include entities such as SBDCs, PTACs, or other qualified facilitators. State entities or Federal entities such as the SBA delivering portions of the workshop will not require stipends. | 1500 | | 1,500 | |
| 33 | | | | | |
| 34 | Subtotal 6 - Contractual | 1500 | | 1,500 | |
| 35 | | | | | |
| 36 | Other | | | | |
| 37 | | | | | |
| 38 | Subtotal 8- Direct Costs | 9009 | 1,740 | 10,749 | |
| 39 | | | | | |
| 40 | Indirect Costs | | | | |
| 41 | | | | | |
| 42 | TOTALS | 9009 | 1,740 | 10,749 | |
| 43 | | | | | |

| | A | B | C | D | E |
|----|-----------------|-------------|-------------------|--------|---|
| 44 | TOTAL SUB-AWARD | | | | |
| 45 | | OEA Federal | Non-Federal Match | Total | |
| 46 | Personnel | 7000 | 1740 | 8740 | |
| 47 | Fringe | | | 0 | |
| 48 | Travel | 327 | | 327 | |
| 49 | Equipment | | | 0 | |
| 50 | Supplies | 182 | | 182 | |
| 51 | Contractual | 1500 | | 1500 | |
| 52 | Other | | | 0 | |
| 53 | Indirect | | | 0 | |
| 54 | TOTALS | 9009 | 1740 | 10749 | |
| 55 | | | | 0 | |
| 56 | TOTALS | 9009 | 1,740 | 10,749 | |
| 57 | Total Match (%) | | | 19.31% | |

| | A | B | C | D | E |
|----|---|--------------------|--------------------------|-----------------|-----|
| 1 | SUB-RECIPIENT (Solano Community College as host for the California Community Colleges Business & Entrepreneurship Sector Navigator) - Project 7 | From: | To: | Weeks in Grant: | 106 |
| 2 | Regional Supply Chain Workshops | 8/1/2017 | 8/31/2019 | Months: | 24 |
| 3 | | | | Hours/Yr: | |
| 4 | SUB-AWARD BUDGET | | | | |
| 5 | | OEA Federal | Non-Federal Match | Total | |
| 6 | Personnel | | | | |
| 7 | The personnel costs are burdened rates including fringe benefits. | | | | |
| 8 | Project Coordinator (80 hours / \$75 per hour) | 6,000 | | 6,000 | |
| 9 | Sector Navigator, Solano College (16 hours / \$100 per hour) | | 1600 | 1600 | |
| 10 | Deputy Sector Navigator for Bay Area Region, Cabrillo College (5 hours / \$60 per hour) | | 300 | 300 | |
| 11 | Deputy Sector Navigator for Central Valley / Mother Lode Region, San Joaquin Delta College (5 hours / \$60 per hour) | | 300 | 300 | |
| 12 | Deputy Sector Navigator for Far North Region, Shasta College (5 hours / \$60 per hour) | | 300 | 300 | |
| 13 | Deputy Sector Navigator for Greater Sacramento Region Woodland College (5 hours / \$60 per hour) | | 300 | 300 | |
| 14 | Deputy Sector Navigator for Inland Empire / Desert Region, Victor Valley College (5 hours / \$60 per hour) | | 300 | 300 | |
| 15 | Deputy Sector Navigator for LA County Region, Los Angeles City College (5 hours / \$60 per hour) | | 300 | 300 | |
| 16 | Deputy Sector Navigator for North Bay/East Bay Region, Napa Valley College (5 hours / \$60 per hour) | | 300 | 300 | |
| 17 | Deputy Sector Navigator for Orange County Region, Rancho Santiago CCD (5 hours / \$60 per hour) | | 300 | 300 | |
| 18 | Deputy Sector Navigator for San Diego/ Imperial Valley Region, Mira Cosata College (5 hours / \$60 per hour) | | 300 | 300 | |
| 19 | Deputy Sector Navigator for South Central Region, Cuesta College (5 hours / \$60 per hour) | | 300 | 300 | |
| 20 | | | | | |
| 21 | Subtotal 1 - Personnel | 6,000 | 4600 | 10,600 | |
| 22 | | | | | |
| 23 | Fringe | | | | |
| 24 | | | | | |
| 25 | Travel | | | | |
| 26 | | | | | |
| 27 | Equipment | | | | |
| 28 | | | | | |
| 29 | Supplies | | | | |
| 30 | | | | | |
| 31 | Contractual | | | | |
| 32 | Costs below are for 10 regional supply chain workshops, one each in the Bay Area, Central Valley/Motherlode, Los Angeles Region West, Greater Sacramento, Inland Empire/Desert, Los Angeles East, North Bay/East Bay, Orange County, San Diego/Imperial Valley, South Central | | | | |
| 33 | CVENT Registration Fees - \$6.85/person * 100 average * 10 events | 6,850 | | 6,850 | |
| 34 | Conference Costs per CFR §200.432 (\$2,000/conference * 10) | 20,000 | | 2,000 | |
| 35 | Stipends for workshop facilitators (travel & time) - \$1,250 * 10 | 12,500 | | 12,500 | |
| 36 | | | | | |
| 37 | Subtotal 6 - Contractual | 39,350 | | 39,350 | |
| 38 | | | | | |
| 39 | Other | | | | |
| 40 | | | | | |
| 41 | Subtotal 8- Direct Costs | 45,350 | 4,600 | 49,950 | |
| 42 | | | | | |
| 43 | Indirect Costs | | | | |
| 44 | | | | | |
| 45 | TOTALS | 45,350 | 4,600 | 49,950 | |
| 46 | | | | | |

| | A | B | C | D | E |
|----|------------------------|-------------|-------------------|--------|---|
| 47 | TOTAL SUB-AWARD | | | | |
| 48 | | OEA Federal | Non-Federal Match | Total | |
| 49 | Personnel | 6000 | 4600 | 10600 | |
| 50 | Fringe | | | 0 | |
| 51 | Travel | | | 0 | |
| 52 | Equipment | | | 0 | |
| 53 | Supplies | | | 0 | |
| 54 | Contractual | 39,350 | | 39350 | |
| 55 | Other | | | 0 | |
| 56 | Indirect | | | 0 | |
| 57 | TOTALS | 45,350 | 4600 | 49950 | |
| 58 | | | | 0 | |
| 59 | TOTALS | 45,350 | 4,600 | 49,950 | |
| 60 | Total Match (%) | | | 10.14% | |

| | A | B | C | D | E | F |
|----|--|--------------------|--------------------------|-----------------|-----|---|
| 1 | SUB-RECIPIENT (Solano Community College as host for the California Community Colleges Business & Entrepreneurship Sector Navigator) - Project 12 | From: | To: | Weeks in Grant: | 106 | |
| 2 | Contract Diversification Program | 6/1/2017 | 5/31/2019 | Months: | 24 | |
| 3 | | | | Hours / Yr: | | |
| 4 | | | | | | |
| 5 | SUB-AWARD BUDGET | | | | | |
| 6 | | OEA Federal | Non-Federal Match | Total | | |
| 7 | Personnel | | | | | |
| 8 | These personnel costs are burdened rates including fringe benefits | | | | | |
| 9 | Project Coordinator, subcontracted under Solano Community College (100 hours / \$75 per hour) | 7,500 | | 7,500 | | |
| 10 | Cal Asian Chamber Staff Time (50 hours / \$62 per hour) Note: Cal Asian Chamber will be required to provide documentation of match with their invoices. | | 3,100 | 3100 | | |
| 11 | Small Business Sector Navigator, Solano College (40 hours / \$75 per hour) | | 3,000 | 3000 | | |
| 12 | | | | | | |
| 13 | Subtotal 1 - Personnel | 7,500 | 6,100 | 13,600 | | |
| 14 | | | | | | |
| 15 | Fringe | | | | | |
| 16 | | | | | | |
| 17 | Travel | | | | | |
| 18 | | | | | | |
| 19 | Equipment | | | | | |
| 20 | | | | | | |
| 21 | Supplies | | | | | |
| 22 | | | | | | |
| 23 | Contractual | | | | | |
| 24 | | | | | | |
| 25 | Other | | | | | |
| 26 | Assumes 100 businesses participate in the Contract Diversification Program over two years | | | | | |
| 27 | Online training fee for Contract Diversification Training Modules (100 businesses @\$100 [\$68 for Coastline College Online Delivery Fee and \$32 for Cal Asian Chamber intake processing fee] | 10,000 | | 10,000 | | |
| 28 | Technical Assistance SBDCs/ PTACS (100 businesses * 7 hrs @ \$50/hr [average SBDC Consultant hourly rate]) | 35,000 | | 35,000 | | |
| 29 | Bid Matching Service Fees (100 businesses @ \$85 [for one year subscription to bid matching service]). As a subcontractor on the project, the Cal Asian Chamber's bid matchign service will provide automated searching and have the right opportunitis sent directly to businesses. The bid matching service will connect government notices and opportunities to the business' capabilities. Businesses will be notified via e-mail for bidding opportunities from FedBizOpps, state and alocal opportunities in a timely manner, thus allowing businesses enough time for bid preparation. This bid matching service also includes assistance in preparing bids, for example, understanding forms, regulations, and specifications. | 8,500 | | 8,500 | | |
| 30 | | | | | | |
| 31 | Subtotal 7 - Other | 53,500 | | 53,500 | | |
| 32 | | | | | | |
| 33 | Subtotal 8 - Direct Costs | 61,000 | 6,100 | 67,100 | | |
| 34 | | | | | | |
| 35 | Indirect Costs | | | | | |
| 36 | | | | | | |
| 37 | TOTALS | 61000 | 6,100 | 67,100 | | |

| | A | B | C | D | E | F |
|----|-------------------------------|--------------------|--------------------------|---------------|---|---|
| 38 | TOTAL SUB-AWARD BUDGET | | | | | |
| 39 | | OEA Federal | Non-Federal Match | Total | | |
| 40 | Personnel | 7,500 | 6,100 | 13,600 | | |
| 41 | Fringe | | | | | |
| 42 | Travel | | | | | |
| 43 | Equipment | | | | | |
| 44 | Supplies | | | | | |
| 45 | Contractual | 53,500 | | 53,500 | | |
| 46 | Other | | | | | |
| 47 | Indirect | | | | | |
| 48 | TOTALS | 61,000 | 6,100 | 67,100 | | |
| 49 | | | | | | |
| 50 | TOTALS | 61,000 | 6,100 | 67,100 | | |
| 51 | Total Match (%) | | | 10.00% | | |

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

TO: Members of the Governing Board

SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES - CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2018, designated as number CSPP-8607, California State Preschool Program, Project Number 48-7055-0087, shall be funded at a maximum reimbursable amount of \$493,610.00.

The contract is effective from July 1, 2018 through June 30, 2019 for 191 days of child enrollment at a daily rate not to exceed \$45.73 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

STUDENT SUCCESS IMPACT:

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

| | | | |
|------------------|----------------------|---------------------------------|---------------------|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> | <i>\$493,610.00</i> |
|------------------|----------------------|---------------------------------|---------------------|

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
 Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

July 18, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8607

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$493,610.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 10,794.0

Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

| | | | | | | | | |
|---|---|----------------|-----------------|---|----------|--|--|--|
| STATE OF CALIFORNIA | | | | CONTRACTOR | | | | |
| BY (AUTHORIZED SIGNATURE) | | | | BY (AUTHORIZED SIGNATURE) | | | | |
| PRINTED NAME OF PERSON SIGNING Jaymi Brown, | | | | PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D., Superintendent-President | | | | |
| TITLE Contract Manager | | | | ADDRESS 4000 Suisun Valley Rd, Fairfield, CA 94534 | | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 493,610 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | | FUND TITLE General | | | Department of General Services use only | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 23038-7055 | | | | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 493,610 | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | STATUTE 2018 | FISCAL YEAR 2018-2019 | | | | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | | | | | | |
| SIGNATURE OF ACCOUNTING OFFICER | | | | T.B.A. NO. | B.R. NO. | | | |
| | | | | DATE | | | | |

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number CSPP-8607 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|----------------------------------|---------------------------------|------------------|
| <u>Celia Esposito-Noy, Ed.D.</u> | <u>Superintendent-President</u> | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

PASSED AND ADOPTED THIS _____ day of _____ 2018, by the

Governing Board of Solano Community College District

of Solano County, in the State of California.

I, Celia Esposito-Noy, Clerk of the Governing Board of

Solano Community College District, of Solano County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|--|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> Solano Community College District | | <i>Federal ID Number</i> 37-1530205 |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> Celia Esposito-Noy, Ed.D., Superintendent-President | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> Solano | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | |
|--|--|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Solano Community College District | <i>Federal ID Number</i> 37-1530205 |
| <i>By (Authorized Signature)</i> _____ | |
| <i>Printed Name and Title of Person Signing</i> Celia Esposito-Noy, Ed.D. | |
| <i>Date Executed</i> _____ | <i>Executed in the County and State of</i> Solano, California |

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

TO: Members of the Governing Board

SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES – GENERAL CHILD CARE & DEVELOPMENT PROGRAM (CCTR)

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2018, designated as number CCTR-8286, General Child Care & Development Program, Project Number 48-7055-00-8, shall be funded at a maximum reimbursable amount of \$310,946.00.

The contract is effective from July 1, 2018 through June 30, 2019 for 191 days of child enrollment at a daily rate not to exceed \$45.44 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

STUDENT SUCCESS IMPACT:

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

| | | |
|------------------|----------------------|--|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$310,946.00</i> |
|------------------|----------------------|--|

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
 Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Gregory S. Brown, Student Services

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

July 18, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

CONTRACT NUMBER: CCTR-8286

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the GENERAL CHILDCARE AND DEVELOPMENT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.44 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$310,946.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 6,843.0

Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

| STATE OF CALIFORNIA | | CONTRACTOR | | | |
|---|---|---|----------|--|--|
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Jaymi Brown, | | PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D., Superintendent-President | | | |
| TITLE Contract Manager | | ADDRESS 4000 Suisun Valley Rd, Fairfield, CA 94534 | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 310,946 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE | | Department of General Services use only | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) See Attached | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 310,946 | ITEM See Attached | CHAPTER | STATUTE | FISCAL YEAR | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | | |
| SIGNATURE OF ACCOUNTING OFFICER See Attached | | DATE | | | |
| | | -106- | | | |

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-8286

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 80,115 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE Federal | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 13609-7055 | FC# 93.596 | PC# 000321 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,115 | ITEM 30.10.020.001 6100-194-0890 | CHAPTER B/A | STATUTE 2018 | FISCAL YEAR 2018-2019 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|---|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 36,828 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE Federal | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 15136-7055 | FC# 93.575 | PC# 000324 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,828 | ITEM 30.10.020.001 6100-194-0890 | CHAPTER B/A | STATUTE 2018 | FISCAL YEAR 2018-2019 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290 | | | |

| | | | | |
|--|---|-----------------------|-----------------|--------------------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 194,003 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | |
| PRIOR AMOUNT ENCUMBERED \$ 0 | (OPTIONAL USE)0656 23254-7055 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 194,003 | ITEM 30.10.020.001 6100-194-0001 | CHAPTER B/A | STATUTE 2018 | FISCAL YEAR 2018-2019 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | |

| | | |
|---|------------|----------|
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | T.B.A. NO. | B.R. NO. |
| SIGNATURE OF ACCOUNTING OFFICER | DATE | -107- |

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number CCTR-8286 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|----------------------------------|---------------------------------|------------------|
| <u>Celia Esposito-Noy, Ed.D.</u> | <u>Superintendent-President</u> | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

PASSED AND ADOPTED THIS _____ day of _____ 2018, by the

Governing Board of Solano Community College District

of Solano County, in the State of California.

I, Celia Esposito-Noy, Clerk of the Governing Board of

Solano Community College District, of Solano County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

| | |
|--|--|
| I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Solano Community College District | <i>Federal ID Number</i> 37-1530205 |
| <i>By (Authorized Signature)</i> _____ | |
| <i>Printed Name and Title of Person Signing</i> Celia Esposito-Noy, Ed.D. | |
| <i>Date Executed</i> _____ | <i>Executed in the County and State of</i> Solano, California |

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|--|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> Solano Community College District | | <i>Federal ID Number</i> 37-1530205 |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> Celia Esposito-Noy, Ed.D., Superintendent-President | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> Solano | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

| | | | |
|--|--|-----------------------|--|
| NAME OF APPLICANT (CONTRACTOR) Solano Community College District | | CONTRACT # CCTR-82866 | |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | | | |
| Celia Esposito-Noy, Ed.D., Superintendent-President | | | |
| SIGNATURE | | DATE | |

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
BARGAINING PROPOSALS TO THE DISTRICT ON
REOPENERS

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Pursuant the Government Code Section 3547 and for the purpose of public notice (“sunshining”), Operating Engineers/Stationary Engineers, Local 39, has submitted its bargaining proposal to the District to open the following articles.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547 Board Policy:2010 Estimated Fiscal Impact: Unknown

SUPERINTENDENT’S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 6, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 6, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: INITIAL PRESENTATION OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
BARGAINING PROPOSALS TO THE DISTRICT ON
REOPENERS**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

- Article 14, Pay and Allowances;

Public comment on such proposal shall be received at the next Governing Board meeting scheduled for August 1, 2018.

The contract proposal is attached.



Stationary Engineers, Local 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

JERRY KALMAR

Business Representative

June 29, 2018

Sent Via U.S. Certified Mail

7016 0750 0000 3128 9403

And via email: Celia.Esposito-Noy@solano.edu

Celia Esposito-Noy
Superintendent - President
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Dear Ms. Esposito-Noy,

This letter is to notify you of the Union's desire to re-open the below articles in the bargaining unit agreement between Solano Community College and International Union of Operating Engineers, Stationary Local 39.

- **Article 14, Pay and Allowances**

As per Article 14.2 of the current bargaining unit agreement, Local 39 is requesting the opportunity to meet and confer as defined by this article. I have included this article below for your reference:

14.2 The parties agree to reopen Article 14 on July 1, 2018 and July 1, 2019 for negotiations over compensation increases. Compensation increases shall be established by the bucket system approach, provided the other District's bargaining units also agree to the bucket system. If the bucket system is not in place for all bargaining units, Local 39 and Solano Community College shall negotiate through traditional negotiations.

14.2.1. Bucket System: Local 39 agrees to participate with Solano Community College District and the other SCCD bargaining groups to establish the terms and conditions of the bucket system.

To prevent delay in negotiating compensation increase, Stationary Engineers - Local 39 requests that the above mentioned Article is added to the next SCCD Governing Board Meeting.

Please contact me with proposed meeting dates/times at your earliest opportunity.

Sincerely,

Stan Eichenberger
Business Representative

SE:tt:UOE#39/afl-cio

cc: Mary Jones, Solano College HR Consultant, via email: Mary.Jones@solano.edu
Salvatore Abbate, Solano College HR Manager, via email: Salvatore.Abbate@solano.edu

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39 ON INTERESTS

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

The Solano Community College District and the Operating Engineers/Stationary Engineers, Local 39, are preparing to enter into negotiations.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547

Board Policy:2010

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL
- NOT REQUIRED
- DISAPPROVAL
- TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 6, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

July 18, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY
COLLEGE DISTRICT, BARGAINING PROPOSAL TO
THE OPERATING ENGINEERS/STATIONARY
ENGINEERS, LOCAL 39 ON INTERESTS**

REQUESTED ACTION:

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

SUMMARY:

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This item introduces the District’s proposal to the Operating Engineers/Stationary Engineers, Local 39, for the purpose of public notice (“sunshining”) to work with the Operating Engineers/Stationary Engineers, Local 39, on the following interest.

The District’s interest is in the review, reorganization and reconsideration of all contract articles.

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for August 1, 2018.