

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2019-2020

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Elsy Ramirez	Account Clerk	02/06/2020
Ricardo Rodriguez	Account Clerk	02/06/2020

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Danielle Gonzalez	from Administrative Assistant IV (Math/Science) to Facilities Operations Assistant	02/06/2020

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jacqueline Alldritt	Adjunct Instructor – Biology (not to exceed 67%)	01/09/20 – 05/21/20
Ron Bunkley	Adjunct Instructor – Sociology (not to exceed 67%)	06/15/20 – 08/07/20
Kevin Dulyea	Adjunct Counselor – DSP (not to exceed 67%)	02/06/20 – 05/21/20
Tracy Fields	Adjunct Instructor – Nursing (not to exceed 67%)	01/09/20 – 05/21/20
Giselle Hendrie	Adjunct Instructor – Sociology (not to exceed 67%)	06/15/20 – 08/07/20

Mary Jones
Human Resources

January 24, 2020
Date Submitted

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

February 5, 2020
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 February 5, 2020
 Page 2

Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Mamie Newson	Accounting Specialist I	01/08/2020

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Diana Alderfer	Teaching Apprentice – English	Basic Skills	02/06/20 – 05/21/20	\$21.00/hr.
Isabel Anderson	Welcome Day Coordinator	Student Equity	02/06/20 – 06/30/20	\$5,710.00 (Stipend)
Saki Cabrera	Bridgng Success/Human Services Course Lead	Adult Education Block Grant	01/13/20 – 05/25/20	\$71.72/hr.
Parichat Calderon	Sub Early Leaning Center Assistant	CSPP	02/06/20 – 06/30/20	\$18.10/hr.
Adelina Castillo	Beginning Interpreter, Level 1	General Fund	02/06/20 – 06/20/20	\$13.00/hr.
Nicholas Cary	Bridging Success/CTE Special Project: Marketing	Adult Education Block Grant	02/10/20 – 05/25/20	\$25.00/hr.
Aurora Claiborne	Student Equity Specialist-Special Projects	Student Equity	02/06/20 – 06/30/20	\$25.00/hr.
Lawrence Gregory	Assistant Coach-Baseball	General Fund	02/06/20 – 05/31/20	\$16.66/hr.
Valeria Jimenez	Beginning Interpreter, Level 1	General Fund	02/06/20 – 06/20/20	\$13.00/hr.
John Dale Lauder	Lifeguard	General Fund	02/07/20 – 05/21/20	\$15.00/hr.
Stephen Lepera	Clinical Simulations Instructor	Nursing Program Support	01/13/20 – 06/30/20	\$62.63/hr.
Douglas Mungin	Teaching for Equity	Student Equity	01/15/20 - 06/30/20	\$69.05/hr.
Midori Perez	Intermediate Interpreter, Level 1	General Fund	02/06/20 – 06/20/20	\$15.00/hr.
Rachel Purdie	Teaching for Equity	Student Equity	1/15/20 - 06/30/20	\$60.69/hr.
Sarena Reddick	ASL Interpreter-Intern	General Fund	02/06/20 – 06/30/20	\$25.00/hr.
Robert Rogers	Assistant Coach – Baseball-Field Maint	General Fund	02/06/20 – 06/20/20	\$16.66/hr.
Heather Watson-Perez	Teaching for Equity	Student Equity	01/15/20 - 06/30/20	\$60.69/hr.
Linda Wichelmann	Box Office Manager/House Manager	General Fund	02/06/20 – 06/30/20	\$13.50/hr.
Linda Wichelmann	Production Assistant-Costuming	General Fund	02/06/20 – 04/20/20	\$13.10/hr.
Kasey Wiles	Interpreter Intern	General Fund	01/01/20 – 06/30/20	\$25.00/hr.

EMPLOYMENT 2020-2021

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Isabel Anderson	Welcome Day Coordinator	Student Equity	07/01/20 – 08/31/20	\$2,290.00 (Stipend)

**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>
Liz Andrews	Choreographer for Priscilla Queen of the Desert. Create dance routines, and lead dancers in rehearsals.	January 16, 2020 – March 25, 2020	Not to exceed \$2,500.00
Berkeley Rousseau	Music Director for Priscilla Queen of the Desert.	January 16, 2020 – April 20, 2020	Not to exceed \$3,000.00
Mark Mendelson	Set design for Priscilla Queen of the Desert. Draft scene by scene renderings.	January 16, 2020 – March 25, 2020	Not to exceed \$2,500.00
Davidson O'Brien	Sound design for Priscilla Queen of the Desert.	January 16, 2020 – March 25, 2020	Not to exceed \$2,000.00
Makali Mates	Stage manager for Priscilla Queen of the Desert.	January 16, 2020 – April 20, 2020	Not to exceed \$1,000.00

Robert V. Diamond

Vice President, Finance & Administration

January 24, 2020

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

February 5, 2020

Date Approved

Academic Affairs Cont'd
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Andrea Schwartz	Lighting design for Priscilla Queen of the Desert.	January 16, 2020 – March 25, 2020	Not to exceed \$2,500.00
Nichole Clark	Scenic Painter for Priscilla Queen of the Desert.	January 16, 2020 – March 25, 2020	Not to exceed \$500.00
Charlotte O'Neal	Black History Month Speaker	February 28, 2020	Not to exceed \$500.00

Student Services
Robert Diamond, Vice President of Finance & Administration

Top Youth Speakers	Key Note and Present for Foster Care Education (FKCE) Annual conference, March 4-7, 2020.	March 6, 2020 – March 7, 2020	Not to exceed \$5,000.00
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE VACAVILLE CENTER ANNEX CORBELS REMOVAL PROJECT (PHASE 1)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Vacaville Center Annex Building Corbels Removal Project (Phase 1) Notice of Completion. On October 16, 2019 a Contract was issued to TPA Construction for this project. The scope of work included cutting back, waterproofing and painting the decorative corbels on the Vacaville Annex Building in order to remove significant dry-rot. Phase 1 repair work has been completed.

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

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$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.	
(707) 863-7855		Superintendent-President	
TELEPHONE NUMBER			
Robert V. Diamond			
Vice President, Finance & Administration		February 05, 2020	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
January 24, 2020		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

RECORDING REQUESTED BY:

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: 1/7/2020
 7. The Project Name is: Vacaville Center Annex Building Corbels Removal Project (Phase 1)
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: TPA Construction, Inc.
 10. The name of the contractor's Surety Co. is: Not Applicable
 11. The date of contract between the contractor and the above owner is: October 16, 2019
 12. The street address of said property is: 2000 North Village Parkway, Vacaville, California 95688
 13. APN #: 0133-180-160
 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: removal of dry-rot at decorative corbels by cutting back, waterproofing, and repainting at the Vacaville Annex Building.

Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

(“President,” “Owner,” “Manager,” etc.)

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

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

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

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE BUILDING 1400 INTERIOR
PAINTING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1400 Interior Painting Project Notice of Completion. On November 20, 2019, a contract was awarded to Wall 2 Wall Painting, Inc. for the B1400 Interior Painting Project. The scope of work included interior wall patching/repair and painting of select interior walls, doors and frames in Building 1400.

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

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

STUDENT SUCCESS IMPACT:

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

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

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

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

VICE PRESIDENT APPROVAL

January 24, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 5, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

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: 2/5/20
 7. The Project Name is: B1400 Interior Painting Project
 8. DSA Number (if applicable): N/A
 9. The contractor for such work of modernization is: Wall 2 Wall Painting, 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: 11/20/19
 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: Fabrication and installation of additional interior signs for Building 400 on the District's 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: CHANGE TO SHORT-TERM, SEASONAL, PERIODIC,
AND STUDENT WORKER SALARY SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Short-term, Seasonal, Periodic, and Student Worker Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include California SB3 changes in minimum wage and updates to hourly rates for progression of steps.

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

January 24, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

February 5, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 01/01/2020

Seasonal and Periodic

Assistant Athletic Coach	\$16.66/\$21.00 (Maximum of \$8,300.00 per Seasonal Sport)
Athletic Onsite Administrator	\$35.00
Driver	\$13.00
Fire Science Academy Classroom Assistant	\$13.00
Journey Level Assistant	\$25.00
Lifeguard	\$13.00/\$15.00
Office Assistant	\$13.00
Maintenance/Facilities	\$13.00
Note taker	\$50 per semester
Pool Manager	\$13.00
Registration Aide	\$13.00/\$15.00
Special Projects	\$25.00-\$65.00
Teaching Apprentice	\$21.00
Telemarketing	\$13.00
Theatre staff:	
Box Office Clerk	\$13.00
Box Office/House Manager	\$13.50
Production Assistant	\$13.10
Theatre Assistant	\$13.00
Theatre Event Technician	\$15.50
Senior Stage Technician	\$17.50
Tutor	\$13.50

Student Workers

All Student Workers \$13.00

The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:

Early Learning Center Staff:

Aides	\$13.00
Intern 1	\$13.50
Intern 2	\$14.00
Lab Assistant 1	\$14.50
Lab Assistant 2	\$15.50

Disabled Services Program:

Adapted PE Assistant	\$13.50
Mobility Assistant	\$13.50

Tutor \$13.00/\$13.50/\$14.50

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO TEMPORARY INTERPRETER SALARY
SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Temporary Interpreter Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include California SB3 changes in minimum wage and updates to hourly rates for progression of steps.

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 5, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

January 24, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Temporary Interpreter Salary Schedule
Effective 01/01/2020

<u>Title</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Beginning Interpreter	\$13.00	\$14.00	-----
Intermediate Interpreter	\$15.00	\$17.00	\$18.00
Advanced Interpreter	\$20.00	\$22.00	\$24.00
Intern	\$25.00	-----	-----

Temporary Interpreter Salary Schedule Requirements

<u>Level</u>	<u>Educational Requirements</u>		<u>Skills / Education</u>
Beginning Interpreter	ASL 2 eligible (or) demonstrated competency for this level of placement.	and	Satisfactory skills assessment for this level.
Intermediate Interpreter	ASL 3 eligible and documentation of interaction and/or contact with the Deaf community (or) demonstrated equivalent skill.	and	Range advancement at discretion of manager is contingent upon completion of additional skills enhancement training and a skills assessment evaluation.
Advanced Interpreter	ASL 4 eligible and documentation of interaction and/or long-term contact with the Deaf community (or) satisfactory skills assessment evaluation for this level.	and	Range advancement at discretion of manager is contingent upon completion of additional skills enhancement training and a skills assessment evaluation.
Intern	Completion of ASL certificate (or) AA degree in ASL.	and	Satisfactory skills assessment for this level.

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-13 TO APPOINT THE OFFICIAL
 REPRESENTATIVE TO THE NORTHERN CALIFORNIA
 COMMUNITY COLLEGES SELF-INSURANCE AUTHORITY**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 19/20-13 for the District to appoint the official representative to the Northern California Community Colleges Self-Insurance Authority (NCCCSIA). The NCCC-SIA is a joint powers authority and it is through the NCCC-SIA that the District has its workers' compensation and property and liability insurance coverage. According to its Bylaws, each member district has a representative who attends quarterly meetings and has voting privileges as a member of the board. The designated representative is Robert V. Diamond, V.P. of Finance and Administration, and the alternate representative is Salvatore Abbate, Human Resources Manager.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Management of the District Insurance Program

<i>Ed. Code:</i>	<i>Board Policy: 3410</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
 Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
 Finance & Administration

VICE PRESIDENT APPROVAL

January 24, 2020

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

February 5, 2020

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**TO APPOINT THE OFFICIAL REPRESENTATIVE
TO THE NORTHERN CALIFORNIA COMMUNITY COLLEGES
SELF-INSURANCE AUTHORITY**

RESOLUTION NO. 19/20 - 13

WHEREAS, Solano Community College District is a member of the Northern California Community Colleges Self-Insurance Authority; and

WHEREAS, Northern California Community Colleges Self-Insurance Authority entitles each member district to have a representative attend all meetings of the Board of Directors;

WHEREAS, The Bylaws of the Northern California Community Colleges Self-Insurance Authority entitles each member district to appoint this representative; now therefore be it

RESOLVED, That Robert V. Diamond, Vice President of Finance and Administration is hereby appointed as Official Representative, and Salvatore Abbate, Human Resources Manager is hereby appointed as Official Alternate for Solano Community College District to attend the Northern California Community Colleges Self-Insurance Authority meetings.

PASSED AND ADOPTED, This 5th day of February, 2020, by the Governing Board of Solano Community College District.

QUINTEN R. VOYCE, PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Arthulia, Inc., for the Building 1900 Administration Office Renovation Project. The scope of work includes select demolition of existing walls, reconfiguration and installation of power/data, modification of existing HVAC, and installation of new finishes, including flooring and wall paint for the administrative area located in Building 1900 on the Fairfield campus.

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$31,000 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
 VP, Finance & Administration

VICE PRESIDENT APPROVAL

January 24, 2020

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

February 5, 2020

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Arthulia, Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCAA (California Uniform Public Construction Cost Accounting Act) program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Arthulia, Inc. in the amount of \$31,000.

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: APPROVAL OF CONTRACT CHANGE ORDER #2 TO BHM
CONSTRUCTION FOR THE FAIRFIELD LIBRARY/LEARNING
RESOURCE CENTER PROJECT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #2 to the Contract with BHM Construction, the general contractor for the Fairfield Library/LRC Project. On October 16, 2019 the Board approved a contract with BHM Construction for the Fairfield Library/LRC Project.

During construction and discussions with the design team two issues were noted:

- A motor operator would need to be added to the scope of work for an overhead door to function as expected by the District, and
- Additional waterproofing improvement to be applied to the elevator pit.

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 complete functionality and designed integrity of new LLRC building

Ed. Code: Board Policy: Estimated Fiscal Impact: \$ 4,448 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

Vice President, Finance and Administration
VICE PRESIDENT APPROVAL

January 24, 2020
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 5, 2020
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #2 TO BHM
CONSTRUCTION FOR THE FAIRFIELD LIBRARY/LEARNING
RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A credit to the District was also due from the reduction in scope on the number of trees to be removed by BHM from the construction area.

Following is a summary of the Contract:

\$30,279,100 Original Contract Amount
\$ 7,939 Previously Approved Change Orders (1)
\$ 4,448 Proposed Change Order #2
\$30,291,487 New Contract Amount, including this Change Order #2

The Board is asked to approve this Change Order #2 to BHM Construction in the amount of \$4,448 resulting in a new contract amount of \$30,291,487.

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



SOLANO SWINERTON
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

Change Order

Solano Community College District

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

Change Order # 2
Project Number: 19-009
Date: 21-Jan-20

DSA File No.: 48-C1
DSA App. No.: 02-116761

Project: Solano Community College District
Library Learning Resource Center (LLRC) Project
Fairfield Campus

Construction Manager:
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

To: BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94558

The Contract is Changed as Follows:

PCO No.

01.1	Cost differential for added elevator pit sheet waterproofing		\$4,259.00
05	Cost for add of motor operator and related components to overhead door Mark 110b-B - Owner Request		
			\$2,814.00
06	Credit to adjust tree removal quantity as identified in CCD 001 - Owner Request		(\$2,625.00)
TOTAL COST OF CHANGE ORDER		Add	\$7,073.00
FINAL CHANGE ORDER AMOUNT:		Deduct	\$2,625.00
			\$4,448.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 7,939.00
Contract Sum Prior to This Change Order:	\$ 30,287,039.00
Original Contract Sum will be Increased by This Change Order:	\$4,448.00
The New Contract Sum Including This Change Order Will Be:	\$ 30,291,487.00
The New Contract Completion Date Will Be:	
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	4/30/2021

Construction Manager: _____
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

Date: _____

ARCHITECT: _____
Noll & Tam Architects
729 Heinz Avenue #7
Berkeley, CA 94710

Date: _____

CONTRACTOR: _____
BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94588

Date: _____

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

Date: _____

**Solano Adult Education Consortium and
Solano County Office of Education Memorandum of Understanding (MOU)**

1. PURPOSE

This agreement is to designate the administrative unit (AU) for the Solano Adult Education Consortium (Consortium). The AU is responsible for administrative support services specific to the Consortium including business operations and Consortium personnel administration.

The Consortium is comprised of the following districts:

- Benicia Unified School District
- Fairfield-Suisun Unified School District
- Solano Community College
- Solano County Office of Education
- Vacaville Unified School District
- Vallejo City Unified School District

2. RECITAL

- A. Whereas, the Consortium is a coalition of adult schools, county office of education, community college, and other community partners in Solano County that gives adults opportunities to learn basic skills and obtain certificates to successfully transition into a career or postsecondary education;
- B. Whereas, since its formation in 2014, the Consortium has allocated a portion of its California Adult Education Program funding as "shared consortium funds";
- C. Whereas, the Consortium uses "shared consortium funds" to fund adult education investments used across Consortium members, which includes but is not limited to compensation for consortium staff such as the Consortium Manager, joint professional development, the purchase of data systems, and other discrete vendor services such as website hosting;
- D. Whereas, the Vacaville Unified School District representing Vacaville Adult Education has provided management and stewardship of "shared consortium funds" and contract management of subsequent investments including employment of the consortium manager until 2019;
- E. Whereas, in September 2019, the Consortium voted to move the management of consortium funds to the Solano County Office of Education (SCOE) and transition remaining "shared consortium funds" from Vacaville Unified School District to SCOE;
- F. Whereas, the Vacaville Unified School District will continue to manage its existing contracts with vendors currently providing services to the Consortium and continue to manage "shared consortium funds" associated with those contracts until the contract expiration;
- G. NOW THEREFORE, continuing in this partnership, the SCOE will provide ongoing management and administration of "shared consortium funds" and manage current and future purchases, contracts, and vendor relationships in compliance with the rules and regulations set forth in California Assembly Bill-104 Education Finance: Education Omnibus Trailer Bill as it applies to the

California Adult Education Program.

3. DELIVERABLE SERVICES:

- A. Assigned SCOE Administrative Services and Operations (ASO) staff will attend Consortium budget meetings as needed and will report on the Consortium budget.
- B. Budget development, budget transfers, expense transfers, purchase orders, etc., will be processed and posted promptly and within the policy/procedure requirements for all SCOE divisions/departments. For budget development, ASO will work under the Consortium's guidance.
- C. The administrators of ASO will provide quarterly Budget and Financial Reports to the Consortium, including the status and spend-down of consortium common funds to-date.
- D. The accounting records for the Consortium are maintained as accounts within the SCOE budget structure and separate from the SCOE program allocation as a member of the Consortium.
- E. SCOE will provide Human Resource services commensurate with those provided to all other SCOE division/departments, for employees hired by the Consortium.
- F. SCOE employees assigned to the Consortium are subject to the provisions of the appropriate SCOE bargaining unit contracts and management policies. SCOE will provide direct supervision of employees funded directly by the Consortium shared funds. Consortium members will participate in the hiring process and make recommendations to SCOE related to hiring and supervision.
- G. For the terms of this agreement, the indirect cost rate will be five (5) percent of the actual expenditures of the Consortium shared funds.

4. DISPUTE RESOLUTION

If there is an unresolved dispute between parties to this agreement regarding the execution of this agreement, the matter will be discussed at a Consortium regular meeting with ASO in attendance and the matter will be resolved through a non-adversarial process facilitated by the acting consortium manager.

5. TERM

The term of this agreement shall begin August 1, 2019 and remain in effect until it is replaced by a revised agreement. No additions, deletions, or modifications may be made to it without the joint written approval of the signatories of the agreement. It is the intent of the administrative parties to review the terms of this agreement annually and to recommend revisions as appropriate prior to budget development.

6. INDEMNIFICATION

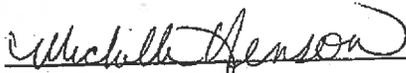
SCOE shall defend, indemnify, and hold harmless the Consortium, and its members, against all claims, damages, losses, expenses (including reasonable attorneys' fees), and liabilities (referred to collectively as "losses") of any kind or character arising out of and in the course of the SCOE's performance under this Agreement. This obligation shall not lie in those

instances where the losses are caused solely by the negligence or intentional misconduct of the Consortium and its members.

The Consortium, and its member districts shall defend, indemnify, and hold harmless the SCOE, its Board, officers, employees, and agents, against all claims, damages, losses, expenses (including reasonable attorneys' fees), and liabilities (referred to collectively as "losses") of any kind or character arising out of and in the course of the Consortium members' performance under this Agreement. This obligation shall not lie in those instances where the losses are caused solely by the negligence or intentional misconduct of SCOE, its agents, or employees.

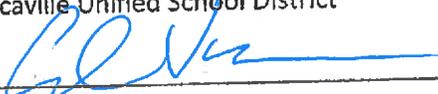
Tommy Welch
Solano County Office of Education

Dr. Charles Young
Benicia Unified School District


Michelle Henson
Fairfield-Suisun School District

Celia Esposito-Noy
Solano Community College


Jennifer Stahlheber
Vacaville Unified School District


Adrian Vargas
Vallejo City Unified School District

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE IMMIGRATION INSTITUTE OF THE
BAY AREA AND SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

The goal of this project is for IIBA to provide direct immigration consultations and form filling workshops on the SCC Fairfield campus for the benefit of students, faculty, staff, and local community members.

Approval of this MOU is being requested.

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

David Williams
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

January 27, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

February 5, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING BETWEEN THE IMMIGRATION INSTITUTE OF THE BAY AREA AND SOLANO COMMUNITY COLLEGE

1. Project Overview

This is a memorandum of understanding dated as of December 15, 2019 (the “MOU”) between the Immigration Institute of the Bay Area (“IIBA”) and Solano Community College (“SCC”). The overarching goal of this project is for IIBA to provide direct immigration consultations and form filling workshops on the SCC Fairfield campus for the benefit of students, faculty, staff, and local community members.

2. What IIBA Will Do

2.1 *Individual Consultations.* IIBA legal staff will provide initial individual legal immigration consultations to SCC students, faculty, staff, and the local community free of charge. Additional services beyond the initial individual immigration consultation are not covered by this agreement and may be subject to a fee according to IIBA’s fee schedule.

2.2 *Frequency and Location.* These consultations will take place at least once a month during scheduled consultation days on the SCC Fairfield campus.

2.3 *Appointments:* IIBA staff will be responsible for scheduling individual appointments.

3. What SCC Will Do

3.1 *Space and Frequency.* SCC will provide a private meeting room on the SCC Fairfield campus for IIBA legal staff to conduct consultations at least once per month.

3.2 *Outreach.* SCC will utilize best efforts to promote the availability of this service to its students, staff, faculty and the surrounding community.

4. What both IIBA and SCC Will Do

4.1 *MOU Agreement.* IIBA and SCC will comply with the MOU Agreement.

4.2 *Confidentiality.* IIBA and SCC will use the other’s Confidential Information (defined below) only in connection with its activities under the MOU and will keep it confidential, using at least the same degree of care as the receiving party uses to prevent the unauthorized use or disclosure of its own confidential information. “Confidential Information” means information regarding one party and furnished to the other party that is marked or otherwise identified as “confidential” when it is disclosed. It does not include information which: (i) is or becomes generally available to the public other than as a result of a disclosure by

the receiving party; (ii) was known by the receiving party prior to its being furnished to the receiving party by or on behalf of the disclosing party; (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; or (iv) is independently developed by the receiving party. All Confidential Information furnished under this MOU is and will remain the property of the disclosing party.

4.3 *Publicity.* Except as may be required by law, neither IIBA nor SCC will disclose or issue any press release or other public statement relating to the MOU without first obtaining the written consent of the other party. Neither IIBA nor SCC will use the other's trademarks or logo in any external communication without first getting the other party's written approval, it being understood that neither will unreasonably withhold such approval.

4.4 *Compliance.* IIBA and SCC will comply with all laws, ordinances, rules, and regulations of any government or administrative agency that relate to its activities in respect of this MOU. IIBA and SCC will comply with provisions of the Internal Revenue Code and regulations applicable to each organization as tax-exempt organizations. Each will notify the other of any change in its tax-exempt status.

4.5 *Resolving Problems.* If there are any problems with meeting the obligations under this MOU, IIBA and SCC will seek to resolve them through discussion including, as appropriate, interaction between senior leaders of each organization. In addition, either party may terminate this MOU as provided in Section 6.

5. *Insurance and Indemnification*

IIBA and SCC will separately maintain general liability and other insurance appropriate for its activities under this MOU. IIBA and SCC will indemnify and hold each other, and its directors, officers, employees, agents, and assigns, harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, claims arising from death or personal injury, attorneys' fees, and taxes and insurance contributions for which it has responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by either party of this MOU, (ii) any other act or omission by either party, (iii) any claims by suppliers, or creditors, or by other persons in a relationship with either party, or (iv) any claims relating to tax, insurance contribution, workers' compensation or other law applicable to either party. Either party will have no obligation to indemnify the other party to the extent the liability is caused by either party's gross negligence or willful misconduct.

6. *Termination*

This MOU is in effect until either IIBA or SCC decide to terminate. Either IIBA or SCC may terminate the MOU at any time by providing written notice to the other party.

7. *Other Ground Rules for the Relationship*

7.1 *Legal Effect.* This MOU is legally binding on both IIBA and SCC.

7.2 *Entire Agreement; Modifications.* This MOU describes IIBA's and SCC's entire agreement; represents the final, complete and exclusive statement of IIBA and SCC; and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between IIBA and SCC. This MOU may be modified by means of a writing agreed to by both IIBA and SCC.

7.3 *Relationship.* IIBA and SCC are and will remain independent contracting parties; the arrangements contemplated by this MOU do not create a partnership, joint venture, employment, fiduciary or similar relationship for any purpose. This MOU is not intended to and does not create any direct relationship between IIBA and SCC and any employee, contractor or subcontractor of either party and neither IIBA or SCC have the power or authority to act on behalf of the other or in the other's name directly or indirectly in any manner. IIBA and SCC will be solely responsible for the payment of all wages, and federal, state and local payroll, social security, unemployment, insurance and similar taxes for its employees.

7.4 *Assignment.* IIBA and SCC may not assign its rights or delegate its obligations under this MOU to another person without the prior written consent of the other party.

7.5 *Severability and Waiver.* If any provision in this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

7.6 *Notices.* Notice and consent under this MOU must be in writing and delivered by mail, courier, email, or fax.

7.7 *Agency Contact.* For purposes of this MOU the persons of contact are

IIBA: Juan Ortiz, Program Director/Staff Attorney, 121 Sand Creek Rd., Ste. B, Brentwood, CA 94513, Phone (925) 237-8581 ext. 13, Fax (925) 237-8582, jortiz@iibayarea.org.

SCC: Kristin Conner, EdD. Dean, Counseling Services, Solano Community College, (707) 864-7256, Kristin.Conner@solano.edu.

7.8 *Dispute Resolution; Governing Law.* IIBA and SCC will seek to resolve disputes arising out or relating to this MOU through discussion. If that is not successful, IIBA and SCC will resolve the dispute through binding arbitration in San Francisco, California. This arbitration will be conducted under the Commercial Dispute Resolution Procedures of the American Arbitration Association and under California law. The arbitrator will have discretion to permit discovery and award reasonable expenses, including attorneys' fees, to the prevailing party. The arbitrator's award may be entered as a judgment in any court of competent jurisdiction. This MOU is governed by California law.

Signed on the dates set forth below.

IMMIGRATION INSTITUTE OF THE BAY AREA (IIBA)

Signature: _____

Ellen Dumesnil

Executive Director

Date: _____

SOLANO COMMUNITY COLLEGE (SCC)

Signature: _____

Name:

Title:

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES TO BE THE EMPLOYER OF RECORD FOR STUDENT INTERNSHIPS

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for an agreement with the Foundation for California Community Colleges (FCCC) under their Career Catalyst Program to act as the employer of record for the student internship project funded by the Governor’s Office CASCADE II grant. Worksite agreements will be executed with the ten colleges that were selected to participate in the project (Nov 20, 2019 Board meeting). Students will be matched with twenty DoD Small Business Innovation and Research companies around the state. The DoD is subsidizing 100 percent of the student wages up to 240 hrs per company. The agreement is for \$96,000 with a performance period of February 6, 2020 - December 31, 2020.

Attached is copy of the proposed 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: \$96,000 Grant Expense

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason
Statewide Director, Business & Entrepreneurship

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
January 22, 2020

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

February 5, 2020
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Career Catalyst Program Agreement



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Agreement No. 00002831

Foundation for California Community Colleges, in an effort to support the Career Catalyst program, which provides life-shaping career opportunities for individuals and recruitment solutions for employers by pairing qualified individuals with organizations for work and job training, shall provide services to Solano Community College.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as “FOUNDATION” and Solano Community College is referred to as “CUSTOMER”. The term “PARTICIPANT” shall refer to the individual participating in the Career Catalyst program. The term “WORK SITE” shall refer to the agency or business where the PARTICIPANT will be placed, where PARTICIPANT will perform his/her job duties pursuant to a Work Site Agreement. The term “SUPERVISORY COMMUNITY COLLEGE” shall refer to any Community College that supervises a PARTICIPANT’s placement at an EXTERNAL WORK SITE. And the term “EXTERNAL WORK SITE” shall refer to the agency or business where PARTICIPANT will perform his/her job duties pursuant to an External Work Site Agreement. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is Effective Date thru December 31, 2020

The amount of this Agreement is \$ 96,000

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

Exhibit A	Services and Deliverables	Pages
Exhibit A-1	Customer Guarantees	Pages
Exhibit B	Budget & Payment Terms	Pages
Exhibit C	Special Terms	Pages
Exhibit D	Notices	Pages
Exhibit E	General Terms	Pages
Exhibit F	Work Site Agreement	Pages

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

By: _____

Print Name: Dr. Cella Esposito-Noy

Title: _____

Date: _____

CUSTOMER – second signature, if required

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: Tim Aldinger

Title: Executive Director of Workforce Development

Date: _____

**FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES – second signature, if required**

By: _____

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: _____

EXHIBIT A

SERVICES AND DELIVERABLES

Agreement No. 00002831

FOUNDATION shall provide to CUSTOMER the services as set forth below. CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CUSTOMER, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any PARTICIPANT. CUSTOMER agrees and represents that FOUNDATION and CUSTOMER are not acting as a joint employer with respect to the PARTICIPANTS whom FOUNDATION employs during the period of this Agreement.

1. Foundation Responsibilities

- 1.1. FOUNDATION shall assume responsibility, as the employer of record for the PARTICIPANTS.
- 1.2 FOUNDATION shall be responsible for payment of wages, as reported by CUSTOMER, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- 1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the PARTICIPANTS, as well as processing and defending all workers' compensation claims made by PARTICIPANTS.
- 1.4 FOUNDATION shall be responsible for managing and tracking PARTICIPANT leaves of absence, as may be required by law.
- 1.5 Upon CUSTOMER's written request, FOUNDATION will conduct a background check for PARTICIPANTS requested by CUSTOMER for an additional fee.

2. Services provided by Foundation

Deliverable	Description
On-Boarding Assistance	Virtual and onsite orientation sessions lead by the Foundation. Single point of contact for new hire paperwork. Streamlined and electronic tools to assist with hiring. Maintain personnel records.
Employee Relations Issues	Respond to all day-to-day employee relations issues and employee/supervisor inquiries regarding Policies and Procedures. Provide coaching, guidance, and legal assistance with employee relations issues with supervisors / manager(s), Workforce Development, and Legal staff. Initiate communication with employee to address and resolve issue.

Payroll Services	Manage and maintain the Human Resource Information System (HRIS) and processing of new hires, salary increases, promotions, transfers and terminations for the Program. On-line timekeeping training for students, supervisors, and contract manager(s). Tax documentation and information.
Leave Management	Single point of contact for administrative and medical leaves of absence. Generate paperwork, track time out of the office, and facilitate/manage communication between the employee and supervisor. Liaison between individual and Employment Development Department (EDD) for State Disability Insurance (SDI) and Paid Family Leave (PFL) insurance/payments.
Workers' Compensation Claims	Single point of contact for workers' compensation claims. Generate paperwork, track time out of the office, and facilitate communication between the employee and supervisor. Liaison between employee and insurance carrier for workers' compensation insurance/payments.
Unemployment	Single point of contact for unemployment claims, generate paperwork, and serve as the liaison between employee and EDD for unemployment payments.

3. Foundation Representative

Human Resources and Payroll Inquiries:

Leti Shafer, Workforce Development Specialist
 Foundation for California Community Colleges
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
 Phone: 916-498-6749
 Fax: 916-325-0844
lshafer@foundationccc.org

EXHIBIT A-1

CUSTOMER GUARANTEES

1. Customer Responsibilities

1.1 CUSTOMER shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the WORK SITE, and EXTERNAL WORK SITE (if applicable), request and job description.

1.2 CUSTOMER shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that WORK SITES, and EXTERNAL WORK SITES (if applicable), will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

1.3 CUSTOMER will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

1.4 If PARTICIPANTS will be working at WORK SITES not under the direction and control of CUSTOMER, CUSTOMER shall have a signed “Work Site Agreement” with the WORK SITE. CUSTOMER shall use the Work Site Agreement Template in Exhibit F, attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each site. FOUNDATION in its sole discretion may deny placement of PARTICIPANTS at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.

1.5 If PARTICIPANTS will be working at EXTERNAL WORK SITES not under the direction and control of CUSTOMER or a SUPERVISORY COMMUNITY COLLEGE, CUSTOMER and SUPERVISORY COMMUNITY COLLEGE shall enter into and have a signed “External Work Site Agreement” with the EXTERNAL WORK SITE. CUSTOMER and SUPERVISORY COMMUNITY COLLEGE shall use a Foundation approved “External Work Site Agreement” Template, which FOUNDATION shall provide to CUSTOMER and SUPERVISORY COMMUNITY COLLEGE upon request, as its External Worksite Agreement with each EXTERNAL WORK SITE. FOUNDATION in its sole discretion may deny placement of PARTICIPANTS at any EXTERNAL WORK SITE, if FOUNDATION deems the EXTERNAL WORK SITE to be unsafe or non-compliant with this Agreement or State, Local, or Federal law.

1.6 Without the prior written agreement of FOUNDATION, CUSTOMER will not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

1.7 CUSTOMER shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the Foundation’s Policy and Procedures manual. CUSTOMER agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT’s start and end times, as well as meal period and rest breaks. CUSTOMER will be responsible for ensuring PARTICIPANT’s enter and approve accurate timesheets. Billed rates will be increased

to reflect overtime hours worked, costs of waiting time penalties, and meal period premiums according to state or local law.

1.8 CUSTOMER will ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, Customer will be responsible for payment of overtime to the PARTICIPANT. **CUSTOMER will ensure that no PARTICIPANT exceeds 1000 hours per fiscal (July- June) year**, unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

1.9 CUSTOMER shall provide a detailed job description prior to the start date for each PARTICIPANT. This will allow the FOUNDATION to apply an accurate Worker's Compensation Rate to be billed to CUSTOMER.

2. Compliance with Federal, State, and Local Laws

2.1 CUSTOMER must provide all legally required documents prior to PARTICIPANTS start date including, but not limited to: PARTICIPANT Form I-9s and work permits for PARTICIPANTS under the age of 18.

2.2 CUSTOMER shall certify that WORK SITE, and EXTERNAL WORK SITE (if applicable), provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

2.3 CUSTOMER and WORK SITE, and EXTERNAL WORK SITE (if applicable), shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs.

2.4 CUSTOMER and WORK SITE, and EXTERNAL WORK SITE (if applicable), shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.

3. Worker's Compensation and Employment Claims

3.1 CUSTOMER shall immediately notify FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.

3.2 CUSTOMER shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.

3.3 CUSTOMER shall notify the FOUNDATION if a PARTICIPANT will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities.

CUSTOMER must secure FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment.

EXHIBIT B

BUDGET & PAYMENT TERMS

1. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall be \$96,000, including applicable taxes. CUSTOMER will be responsible for all costs incurred by PARTICIPANTS under this Agreement. If PARTICIPANTS incur costs that exceed the contract value, CUSTOMER is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay PARTICIPANTS under State, Local, or Federal law.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CUSTOMER agrees to compensate FOUNDATION for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted via email on a bi-weekly basis to:

Amanda Lim
Amanda.lim@solano.edu
Fiscal Services Accountant
4000 Suisun Valley Road
Fairfield, CA 94534

3. Billing Rate

CUSTOMER will be invoiced biweekly and will pay FOUNDATION based upon a specified billing rate, which is composed of the following:

- A. CUSTOMER is billed for the PARTICIPANT's hourly rate, including any overtime or premium payments owed to the PARTICIPANT plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- B. CUSTOMER is billed a 15% mark-up of the total costs described in Section 2A above, to cover administrative and payroll fees associated with facilitating the Payroll Services;
- C. CUSTOMER is billed a \$100 onboarding fee per PARTICIPANT, which is invoiced at the time of hire.
- D. Depending on the location and size of the project members will be billed for additional travel expenses, time, and materials needed to train staff, onboard PARTICIPANT's, and perform WORK SITE visits; and
- E. CUSTOMER is responsible for compensating the FOUNDATION for any services performed or employee benefit cost incurred by a participant that are not listed in Exhibit A of the Agreement but are required under local, State and Federal law.

F. CUSTOMER is responsible for reimbursing the Foundation for criminal history background checks, live scans, or any other pre-employment screening that is requested by CUSTOMER.

EXHIBIT C

SPECIAL TERMS

1. Term, Termination, Stop Work Notice

- 1.1 Term. The period of this Agreement is from the Effective Date to December 31, 2020 (“Term”), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.
- 1.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.
- 1.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, immediately should the other party be found to be in material breach of this agreement.
- 1.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. CUSTOMER shall be liable to FOUNDATION for all wages and costs authorized under this agreement up until the effective date of termination and shall make payment to FOUNDATION upon receipt of a final invoice.

2. Insurance and Indemnification

2.1 Insurance. CUSTOMER, at CUSTOMER’s sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of CUSTOMER and will include:

- Commercial General Liability Insurance with a combined single limit of no less than \$1 million per occurrence. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Employment Practices Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the CUSTOMER, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds; and
- Workers’ Compensation Insurance, for CUSTOMER’s employees, as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. CUSTOMER shall transmit all certificates of insurance, including the additional insured endorsement, to the FOUNDATION, within 15 days of CUSTOMER’s execution of this Agreement. All insurance required to be carried by CUSTOMER and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

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

CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER or WORK SITES, and EXTERNAL WORK SITES (if applicable), their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement, including but not limited to the CUSTOMER guarantees described in Exhibit A-1.

EXHIBIT D

NOTICES

Notices

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

FOUNDATION:

PROGRAM DIRECTOR (All Programmatic Issues):

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-491-4499
taldinger@foundationccc.org

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

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER:

Charles Eason, Statewide Director Business and Entrepreneurship
Solano Community College
4000 Suisun Valley Road, Room 151
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

EXHIBIT E

GENERAL TERMS

1. General Terms

- 1.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 1.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- 1.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.
- 1.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)
- 1.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 1.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

- 1.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 1.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs
- 1.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
- 1.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- 1.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.
- 1.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.
- 1.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.
- 1.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

- 1.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- 1.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.
- 1.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

EXHIBIT F

WORK SITE AGREEMENT TEMPLATE

WORK SITE AGREEMENT

Between

[CUSTOMER]

And

[INSERT WORK SITE NAME]

The Agreement below describes the roles and responsibilities of both [CUSTOMER] herein after CUSTOMER and [WORK SITE] herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges (“FOUNDATION”). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “PARTICIPANT”) with the opportunity to work in the capacity of [job title], which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.

- 1.6 WORK SITE shall provide to CUSTOMER and FOUNDATION a work schedule for all hours to be worked by each PARTICIPANT for the duration of their work assignment prior to work assignment start date. WORK SITE will be responsible for ensuring PARTICIPANT's work assignment does not commence without prior approval of CUSTOMER and FOUNDATION.
- 1.7 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
- 1.8 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies
- 1.10 The WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER will conduct monthly web conferences with the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- 2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8

hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds 120 hours total. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.6 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- 4.2 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker’s Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must secure CUSTOMER and FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment. CUSTOMER must also be in compliance with FOUNDATION’s driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
- i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. Workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE’s employees only (not PARTICIPANTS).
- 6.2 The WORK SITE shall indemnify and hold harmless CUSTOMER and FOUNDATION, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys’ fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions in the performance of services rendered under this Agreement.

6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and the Foundation for California Community Colleges harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

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

CUSTOMER:

Charles Eason
Statewide Director Business and Entrepreneurship
Solano Community College
4000 Suisun Valley Road, Room 151
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

WORK SITE:

[INSERT INFORMATION]

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

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

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER

WORK SITE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A to Job Site Agreement

TRAINING OUTLINE:

Job Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Job Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS:

JOB TITLE AND DETAILED DESCRIPTION: