

**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

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Khadijah Adjabeng	Executive Coordinator, Student Services	06/11/2020

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Erica Beam	Faculty Training via DE	General Fund	05/22/20 – 06/30/20	\$69.05/hr.
Roy Hedlund	Aeronautics Lab Technician	General Fund	05/22/20 – 06/04/20	\$22.30/hr.
Dagmar Kuta	Equipment Maintenance & Student Support	General Fund	05/21/20 – 06/30/20	\$21.31/hr.
Laura Maghoney	Assist with Faculty Training via DE	General Fund	05/22/20 – 06/30/20	\$1,000 stipend

Mary Jones
Human Resources

May 22, 2020

Date Submitted

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

June 3, 2020

Date Approved

EMPLOYMENT 2020-2021

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jennifer Low	Biotechnology Lab Technician, 4 yr. Program	07/01/20 – 06/30/21	\$313.72/mo \$3,764.64 ttl

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Erica Beam	Faculty Training via DE	General Fund	07/01/20 – 08/07/20	\$69.05/hr.
Dagmar Kuta	Equipment Maintenance & Student Support	General Fund	07/01/20 – 08/07/20	\$21.31/hr.
Jennifer Low	Biotechnology Lab Tech	Strong Workforce	07/13/20 – 07/31/20	\$37.28/hr.
Laura Maghoney	Assist with Faculty Training via DE	General Fund	05/22/20 – 06/30/20	\$1,000 stipend

**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:

05/07/2020	Vendor Payments	11100544-11100574	\$ 14,696.00
05/11/2020	Vendor Payments	11100575-11100582	\$ 120,255.30
05/11/2020	Vendor Payments	11100583-11100585	\$ 3,806.00
05/11/2020	Vendor Payments	11100586-11100639	\$ 232,373.95
05/18/2020	Vendor Payments	11100640-11100653	\$ 172,056.66
05/18/2020	Vendor Payments	11100654-11100657	\$ 7,821.63
05/18/2020	Vendor Payments	11100658-11100700	\$ 94,569.95

CONTINUED ON 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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$1,220,657.63</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

June 05, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 17, 2020
**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:

05/26/2020	Vendor Payments	11100701-11100703	\$ 307,869.35
05/26/2020	Vendor Payments	11100704-	\$ 1,628.00
05/26/2020	Vendor Payments	11100705-11100787	<u>\$ 265,580.79</u>
TOTAL:			<u>\$1,220,657.63</u>

**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 of Academic Affairs

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Anne Segal	Anne Segal is a guest speaker, virtual, for the new Solano College Arts series Creatives in Conversation. She will participate in a live Q&A for students and Solano Community members which will be recorded, and offer her insight into the professional life of working illustrator.	May 7, 2020 – May 31, 2020	Not to exceed \$200.00
Gautam Rangan	Creatives in Conversation: Webinar event/panel speaker event. Speaker will provide information to students about their experience in creative careers, offering advice, encouragement and resources. Allows students to interact directly and ask questions.	April 17, 2020 – May 31, 2020	Not to exceed \$200.00

Robert V. Diamond
Vice President, Finance & Administration

June 5, 2020
Date Submitted

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

June 17, 2020
Date Approved

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs Cont'd
David Williams, Vice President of Academic Affairs

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Stephen Wright	Creatives in Conversation: Webinar event/panel speaker event. Speaker will provide information to students about their experience in creative careers, offering advice, encouragement and resources. Keywords: Perkins, Professional Development and CTE. Allows students to interact directly and ask questions to the guests. Originally planned as a panel event on 4/17/20 in person at Fairfield Campus, this event has become an online series/webinar on Zoom from 4/17-5/31.	April 17, 2020 – May 31, 2020	Not to exceed \$200.00

Robert V. Diamond Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
June 5, 2020 Date Submitted	June 17, 2020 Date Approved

AGENDA ITEM 11.(d)
MEETING DATE June 17, 2020

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs Cont'd
David Williams, Vice President of Academic Affairs

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Kristeena Alder	Creatives in Conversation: Webinar event/panel speaker event. Speaker will provide information to students about their experience in creative careers, offering advice, encouragement and resources. Originally planned as a panel event on 4/17/20 in person at Fairfield Campus, this event has become an online series/webinar on Zoom from 4/17-5/31.	April 17, 2020 – May 31, 2020	Not to exceed \$200.00

<u>Robert V. Diamond</u> Vice President, Finance & Administration	<u>Celia Esposito-Noy, Ed.D.</u> Superintendent-President
<u>June 5, 2020</u> Date Submitted	<u>June 17, 2020</u> Date Approved

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs Cont'd
David Williams, Vice President of Academic Affairs

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Gow Qhoua Xiong	Creatives in Conversation: Webinar event/panel speaker event. Speaker will provide information to students about their experience in creative careers, offering advice, encouragement and resources. Keywords: Perkins, Prof. Development and CTE. Allows students to interact directly and ask questions. Originally planned as a panel event 4/17/20 at the Fairfield Campus, this event has become an online series/webinar on Zoom, from 4/17-5/31.	April 17, 2020 – May 31, 2020	Not to exceed \$200.00

Robert V. Diamond Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
June 5, 2020 Date Submitted	June 17, 2020 Date Approved

AGENDA ITEM 11.(d)
MEETING DATE June 17, 2020

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs Cont'd
David Williams, Vice President of Academic Affairs

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jason P. Elgar	Creatives in Conversation: Webinar event/panel speaker event. Speaker will provide information to students about their experience in creative careers, offering advice, encouragement and resources. Originally planned as a panel event on 4/17/20 in person at the Fairfield Campus, this event has become an online series/webinar on Zoom.	April 17, 2020 – May 31, 2020	Not to exceed \$200.00

Robert V. Diamond Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
<u>June 5, 2020</u> Date Submitted	<u>June 17, 2020</u> Date Approved

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

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs Cont'd
David Williams, Vice President of Academic Affairs

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Suhaila Sikand	Suhaila Sikand will be a guest speaker, virtually, for the new Solano College Arts series Creatives in Conversation. She'll be participating in a live Q & A for students and Solano Community members, which will be recorded and will offer her insight into the life of a design professional working in marketing and community engagement.	May 7, 2020 – May 31, 2020	Not to exceed \$200.00

Robert V. Diamond Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
<u>June 5, 2020</u> Date Submitted	<u>June 17, 2020</u> Date Approved

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-23 SPECIFICATIONS OF
THE ELECTION ORDER FOR A CONSOLIDATED
BOARD MEMBER ELECTION**

REQUESTED ACTION:

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

SUMMARY:

Pursuant to Elections Code Section 1302 and Education Code Section 5000 the Governing Board of Solano Community College District is required to adopt a resolution stating that an election is ordered for November 3, 2020, for the purpose of electing persons to fill the office of three members for a four-year term to the office of community college trustee. This election shall be consolidated with the election to be held on November 3, 2020.

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:

*Government Code: EC Section 5000; 5420 Board Policy: 1008 Estimated Fiscal Impact: \$180,000
Elections Code Section 1302*

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

Administration

ORGANIZATION

June 8, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

**June 17, 2020
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-23 SPECIFICATIONS OF
THE ELECTION ORDER FOR A CONSOLIDATED
BOARD MEMBER ELECTION**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Candidates, including incumbents, shall pay the costs of the publication of the optional candidate's statement. The candidate's statement shall not exceed 200 words.

The District agrees to reimburse the Registrar of Voters for Solano County in accordance with the provisions of the Education Code.

The estimated fiscal impact is determined by the recommendation from the Registrar's Office to allot \$5 - \$10 per voter depending on the area. If candidates run unopposed, costs would be less.

Governing Board members whose terms expire in 2020 are:

Trustee **Area No. 3:** Rosemary Thurston
Trustee **Area No. 5:** Quinten R. Voyce
Trustee **Area No. 7:** Michael A. Martin

It is recommended that the Governing Board adopt Resolution No. 19/20-23.

SOLANO COMMUNITY COLLEGE
GOVERNING BOARD

RESOLUTION NO. 19/20-23

SPECIFICATIONS OF THE ELECTION ORDER FOR A
CONSOLIDATED BOARD MEMBER ELECTION

WHEREAS, pursuant to Elections Code section 1302 and Education Code section 5000, a regular biennial election for members of the Solano Community College Governing Board will be conducted on November 3, 2020, for the purpose of electing persons to fill the offices of members of the Board whose terms expire December 11, 2020.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT:

1. Pursuant to Education Code section 5304, a governing board member election is hereby ordered for November 3, 2020, for the purpose of electing persons to fill the offices of members whose terms expire December 11, 2020; and
2. Pursuant to Education Code sections 5340 through 5345, said governing board member election shall be consolidated with any other school district, community college, county board of education, or other election to be held on November 3, 2020; and
3. The Solano County Superintendent of Schools, pursuant to Education Code section 5302, shall call said governing board member election in accordance with the provisions of this resolution and order; and
4. The form of the matter to be voted upon, as it shall appear on the ballot is as follows:

SOLANO COMMUNITY COLLEGE Trustee Area No. 3	Vote for One

SOLANO COMMUNITY COLLEGE Trustee Area No. 5	Vote for One

SOLANO COMMUNITY COLLEGE Trustee Area No. 7 (<i>includes a portion of Yolo County</i>)	Vote for One

5. The candidates, including incumbents, will pay the costs of the publication of the optional candidate's statement to be included in the sample ballot, pursuant to Elections Code section 13307, and the candidate's statement shall not exceed 200 words; and

6. The Governing Board of the Solano Community College agrees to reimburse the Registrars of Voters in Solano and Yolo Counties for actual costs accrued for this election, such costs to be calculated by the proration method set forth in each County's current Election Costs Allocation Procedures on the basis of the amount of services provided to the Solano Community College in accordance with the California Education Code; and

7. The Registrars of Voters in Solano and Yolo Counties, as applicable, are authorized to canvass the returns of the election, and the consolidation shall be governed by Education Code section 5342, regarding election procedures; and

8. A certified copy of this resolution shall be sent to the Solano County Superintendent of Schools as required by Education Code section 5322.

PASSED AND ADOPTED by the Governing Board of the Solano Community College of Solano County, California, this _____ day of _____ 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

CERTIFICATION

I, Dr. Celia Esposito-Noy, do hereby certify that I am Secretary of the Governing Board of the Solano Community College of Solano County, California, and that the foregoing is a true and correct copy of a resolution passed and adopted by said Board at a regular meeting thereof at the time and by the vote above stated, which resolution is on file in the administrative offices of said school district.

Dr. Celia Esposito-Noy, Secretary
Solano Community College

Quinten R. Voyce, Governing Board President
Solano Community College

**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>
Samuel McKinney	Kinesiology/Athletic Assistant (34 years and 9 months service at Solano Community College)	05/30/2020

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: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

June 5, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

June 17, 2020

**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF EXTENSION OF CATEGORICALLY FUNDED
ONE-YEAR NURSING ASSIGNMENT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The School of Health Sciences requests that an extension be approved for the categorically funded one-year Nursing Instructor assignment effective June 20, 2020 through June 30, 2021. This position acts as a student success specialist in the college's nursing program. The funding source is the California Community Colleges Chancellors Office Nursing Program Support Fund.

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: \$79,000

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

June 5, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

June 17, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ACCEPTANCE 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:

At the Board meeting on May 20, 2020, the Governing Board received the District's initial proposal of interest to the Operating Engineers/Stationary Engineers, Local 39; at the Board

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

Government Code:3547 Board Policy:2010 Estimated Fiscal Impact: To be determined

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

June 5, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

June 17, 2020

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: **Members of the Governing Board**

SUBJECT: **ACCEPTANCE 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:

CONTINUED FROM THE PREVIOUS PAGE

Meeting held on June 3, 2020, Pursuant the Government Code Section 3547, the public was allotted time to comment on such proposal at a public hearing. As sufficient time has been allotted for public response, it is recommended that the Board President accept the District’s proposal for negotiations.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: TENTATIVE DISTRICT BUDGETS AND PROPOSED
TIME AND PLACE FOR THE PUBLIC HEARING AND
ADOPTION OF THE OFFICIAL DISTRICT BUDGETS
FOR 2020-2021

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Robert V. Diamond, Vice President of Finance and Administration, will present for acceptance the District’s Tentative 2020-2021 Budgets and the dates to establish the public hearing and formal adoption of the 2020-2021 budgets.

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: Budgetary Planning

Ed. Code: (CCR) Title 5, Section 58301 Board Policy: 3000,3005 Estimated Fiscal Impact: N/A

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 APPROVAL

June 5, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 17, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2020-2021**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The public hearing and the adoption of the official 2020-2021 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting on Wednesday, September 2, 2020, in the Denis Honeychurch Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA.

Copies of the District's 2020-2021 Tentative Budget were provided to the Board under separate cover. Copies are available from the Office of the Vice President of Finance and Administration, and online at: http://www.solano.edu/finance_admin/

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT RENEWAL WITH DANNIS WOLLIVER KELLEY
(DWK) FOR LEGAL SERVICES FOR FISCAL YEAR 2020-2021**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to renew the agreement with DWK for legal services for the fiscal year 2020-2021. In light of the economic uncertainty DWK’s rates remain unchanged for the 2020-2021 fiscal year. However, some of the individuals working on Solano matters may increase within the ranges stated.

For the 2020-2021 fiscal year, the rate ranges are \$265 to \$360 per hour for Shareholders and Of Counsel; \$245 to \$295 per hour for Special Counsel; \$195 to \$260 per hour for Paralegals and Law Clerks. The rate for Gregory Dannis will be \$400 per hour.

STUDENT SUCCESS IMPACT:

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

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

Robert V. Diamond
Vice President of Administration and Finance

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

ADDRESS

(707) 864-7259

TELEPHONE NUMBER
Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

June 5, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 17, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



DANNIS WOLIVER KELLEY

Attorneys at Law

MARK W. KELLEY

Attorney at Law
mkelley@DWKesq.com

San Francisco

CLARISSA R. CANADY

Attorney at Law
ccanady@DWKesq.com

San Francisco

May 26, 2020

VIA EMAIL

Dr. Celia Esposito-Noy
Superintendent/President
Solano Community College District
4000 Suisun Valley Rd.
Fairfield, CA 94534

Re: 2020-21 Agreement for Professional Services

Dear Dr. Esposito-Noy:

Thank you for the opportunity to provide legal advice and counseling services to the Solano Community College District. It has been our honor for over four decades to be vital, participating partners with California school and community college districts in their mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise as you meet new challenges and overcome extraordinary hurdles in your continuing efforts to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for 2020-21. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. While our ranges remain unchanged, the rates for some individuals who perform work on your matters may increase within the existing ranges.

We will continue to offer the District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

SAN FRANCISCO
275 Battery Street
Suite 1150
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
115 Pine Avenue
Suite 500
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

SAN RAFAEL
4040 Civic Center Drive
Suite 200
San Rafael, CA 94903
TEL 415.543.4111
FAX 415.543.4384

CHICO
2485 Notre Dame Boulevard
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO
1065 Higuera Street
Suite 301
San Luis Obispo, CA 93401
TEL 805.980.7900
FAX 916.978.4039

Dr. Celia Esposito-Noy
Solano Community College District
May 26, 2020

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

DANNIS WOLIVER KELLEY



Mark W. Kelley



Clarissa R. Canady

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 26, 2020, by and between the Solano Community College District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2020, through and including June 30, 2021, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred dollars (\$400) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE DISTRICT

Dr. Celia Esposito-Noy
Superintendent/President

Date

DANNIS WOLIVER KELLEY



Mark W. Kelley
Attorney at Law

May 26, 2020
Date

DANNIS WOLIVER KELLEY



Clarissa R. Canady
Attorney at Law

May 26, 2020

Date

At its public meeting of _____, 2020, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

AGENDA ITEM 13.(g)
MEETING DATE June 17, 2020

**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:

CONTINUED FROM PREVIOUS PAGE

The contract is effective from July 1, 2020 through June 30, 2021 for 191 days of child enrollment at a daily rate not to exceed \$49.85 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.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0612

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-07055-00-0

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 20-21, 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, 2020 through June 30, 2021. 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 \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$546,759.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 10,968.0

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/ftc2020.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 Road, Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 546,759 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 546,759	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs			FUND TITLE General			Department of General Services use only
	(OPTIONAL USE) 0656 23038-7055						
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021			
	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			

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.

1. Proposer/Bidder Firm Name (Printed):

Solano Community College District

2. Federal ID Number:

37-1530205

3. By (Authorized Signature):
-

4. Printed Name and Title of Person Signing:

Celia Esposito Noy, Ed.D., President Superintendent

5. Date Executed:
-

6. Executed in the County and State of:

Solano

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 2020-2021.

RESOLUTION

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

authorizes entering into local agreement number CSPP - 0612 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 _____ 2020, 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)

Contractor Certification Clauses

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Solano Community College District	37-1530205

By (Authorized Signature)

Printed Name and Title of Person Signing

Celia Esposito Noy, Ed.D., Superintendent President

Date Executed	Executed in the County of
	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 lesser 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 of this form provides for compliance with certification requirements under 34 CFR Part 82 "New restrictions on Lobbying," and 34 CFR Part 85, "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 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, 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 the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants 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 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

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.) 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 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

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 may 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)

Address: 4000 Suisun Valley Road

City: Fairfield

State: CA

Zip Code: 94534

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

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(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 number(s) of each affected grant.

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

NAME OF APPLICANT:

CONTRACT #:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

SIGNATURE:

DATE:

Page 4 of 4

**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, 2020, designated as number CCTR-0288, General Child Care & Development Program, Project Number 48-7055-00-0, shall be funded at a maximum reimbursable amount of \$414,467.00.

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:</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 of Administration and Finance

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

ADDRESS

(707) 864-7259

TELEPHONE NUMBER
Robert V. Diamond
Finance & Administration

VICE PRESIDENT APPROVAL

June 5, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 17, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(h)
MEETING DATE June 17, 2020

**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:

CONTINUED FROM PREVIOUS PAGE

The contract is effective from July 1, 2020 through June 30, 2021 for 191 days of child enrollment at a daily rate not to exceed \$49.54 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.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0288

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-07055-00-0

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 terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this 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, 2020 through June 30, 2021. 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 \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$414,467.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 8,366.0
Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal and 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 (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.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., Supe/President			
TITLE Contract Manager		ADDRESS 4000 Suisun Valley Road Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 414,467 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 414,467	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Department of General Services use only		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
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			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-0288

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 2020	FISCAL YEAR 2020-2021
	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 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 297,524	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 \$ 297,524	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	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	

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 2020-2021.

RESOLUTION

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

authorizes entering into local agreement number CCTR - 0288 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 _____ 2020, 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 Distrit, 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.

1. Proposer/Bidder Firm Name (Printed):

Solano Community College District

2. Federal ID Number:

37-1530205

3. By (Authorized Signature):
-

4. Printed Name and Title of Person Signing:

Celia Esposito Noy, Ed.D., President Superintendent

5. Date Executed:
-

6. Executed in the County and State of:

Solano

Contractor Certification Clauses

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Solano Community College District	37-1530205

By (Authorized Signature)

Printed Name and Title of Person Signing

Celia Esposito Noy, Ed.D., Superintendent President

Date Executed	Executed in the County of
	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,

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.

1. Proposer/Bidder Firm Name (Printed):

Solano Community College District

2. Federal ID Number:

37-1530205

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Celia Esposito Noy, Ed.D., President Superintendent

5. Date Executed:

6. Executed in the County and State of:

Solano

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 of this form provides for compliance with certification requirements under 34 CFR Part 82 “New restrictions on Lobbying,” and 34 CFR Part 85, “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 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, 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 the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants 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 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

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.) Have not within a three-year period proceeding 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 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

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 may 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)

Address: 4000 Suisun Valley Road

City: Fairfield

State: CA

Zip Code: 94534

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

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(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 number(s) of each affected grant.

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

NAME OF APPLICANT:

CONTRACT #:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

SIGNATURE:

DATE:

Page 4 of 4

**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 2022-26 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 attached Five Year Construction Plan.

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: None</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

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

ADDRESS

(707) 863-7855

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

VICE PRESIDENT APPROVAL

June 3, 2020

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

June 17, 2020

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

*Solano Community College
District*

2022-2026
Five Year Construction Plan
(2022-2023 First Funding Year)

July 1, 2020

2022-2026 FIVE YEAR CAPITAL OUTLAY PLAN
(2022-2023 FIRST FUNDING YEAR)

Solano Community College District

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed _____

Dr. Celia Esposito-Noy
(Chief Executive Officer or their designee)

Title _____ Superintendent/President

Date _____ 5/9/2020

Contact Person _____ Lucky Lofton

Telephone _____ 707-863-7855

Date Received at
Chancellor's Office:

Chancellor's Office
Reviewed by:

Notice of Approval

Solano Community College District 280

List the address and acreage of every land unit owned by the district (Education Code 81821(e)). Please identify all locations, both on-campus and off-campus, grouped according to their "parent" institution. In the event the list is long or complicated, please substitute copies of college bulletins or other notices to the public which display similar information. The list should be current as of October the prior year.

Address	Acreage
Belvedere 1400 Sonata Drive Vallejo, CA 94591	6.28
Nut Tree Aeronautics Facility 251 County Airport Rd Vacaville, CA 94688	0
Nut Tree Aeronautics Parcel 1691 E. Monte Vista Ave Vacaville, CA 94688	5.97
Solano Community College 4000 Suisun Valley Rd Fairfield, CA 94534-4017	190.11
Vacaville Annex 2000 North Village Parkway Vacaville, CA 95688-8805	4.32
Vacaville Center 2001 North Village Parkway Vacaville CA 95688	60
Vallejo Center 545 Columbus Parkway Vallejo, CA 94591-3873	9.82
Vallejo Center Automotive Technology Center 1687 North Ascot Parkway Vallejo, CA 94591	9.26
Total Acreage:	285.76

Legislative Districts

Campus	Assembly	Senate	House
Solano College	11	3	3
Vacaville Center	11	3	3
Vallejo Center	14	3	5

Solano Community College District 280**Address****Buckingham Charter Magnet School**

188-B Bella Vista Rd
Vacaville, CA 95687

California Medical Facility (CMF)

1600 California Drive
Vacaville, CA 95696

California State Prison-Solano (CSPS)

2100 Peabody Road
Vacaville, CA 95696

Claybank Detention Facility

2500 Bank Road
Fairfield, CA 94533

Dixon Fire Training Center

205 Ford Way
Dixon, CA 95620

Nut Tree Aeronautics Facility

251 County Airport Rd
Vacaville, CA 94688

Solano Community College

4000 Suisun Valley Rd
Fairfield, CA 94534-4017

Travis Air Force Base Education Office

530 Hickam Ave.
Fairfield CA 94535

Vacaville Annex

2000 North Village Parkway
Vacaville, CA 95688-8805

Vacaville Center

2001 North Village Parkway
Vacaville CA 95688

Vallejo Center

545 Columbus Parkway
Vallejo, CA 94591-3873

Vallejo Center Automotive Technology Center

1687 North Ascot Parkway
Vallejo, CA 94591

Winters High School

101 Grant Ave.
Winters, CA 95694

Solano Community College District 280

No. Project			Schedule of Funds						
Campus	Source	Total Cost	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
1 Library Building 100 Replacement									
Solano College									
Occupancy: 2021-22	STATE:	\$19,691,000							
Net ASF: -6,691	DISTRICT:	\$19,135,000							
2 Early College High School Expansion									
Solano College									
Occupancy: 2019-20	STATE:	\$0							
Net ASF: 2,700	DISTRICT:	\$500,000							
3 Child Development Center Expansion									
Solano College									
			Phases C, W	Phase E					
Occupancy: 2022-23	STATE:	\$0	\$0	\$0					
Net ASF: 4,239	DISTRICT:	\$1,500,000	\$1,311,000	\$113,000					
4 Building 1000, Phase II									
Solano College									
				Phases P, W	Phases C, E				
Occupancy: 2024-25	STATE:	\$0		\$0	\$0				
Net ASF: 0	DISTRICT:	\$688,000		\$68,000	\$620,000				
5 Performing Arts - Phase II Addition									
Solano College									
					Phases P, W	Phase C	Phase E		
Occupancy: 2026-27	STATE:	\$0			\$0	\$0	\$0		
Net ASF: 13,400	DISTRICT:	\$13,667,000			\$2,197,000	\$10,570,000	\$900,000		
6 Aeronatics/Workforce Development Center									
Vacaville Center									
							Phase W		
Occupancy: 2028-29	STATE:	\$0					\$0		
Net ASF: 5,474	DISTRICT:	\$15,000,000					\$1,830,000		
7 Building 1600 - Career Technology Building Renovation									
Solano College									
Occupancy: 2034-35	STATE:	\$0							
Net ASF: 0	DISTRICT:	\$3,000,000							
8 Student Success Center/LRC									
Vacaville Center									
							Phase P	Phase W	
Occupancy: 2030-31	STATE:	\$0					\$0	\$0	
Net ASF: 18,430	DISTRICT:	\$15,500,000					\$900,000	\$1,600,000	
9 Bldg. 300 Renovation for Reuse									
Solano College									
Occupancy: 2034-35	STATE:	\$0							
Net ASF: 17,808	DISTRICT:	\$8,000,000							
10 Student Success Center/LRC									
Vallejo Center									
Occupancy: 2034-35	STATE:	\$0							
Net ASF: 27,450	DISTRICT:	\$22,000,000							
11 Career Technology Building									
Vallejo Center									
Occupancy: 2034-35	STATE:	\$0							
Net ASF: 21,840	DISTRICT:	\$19,800,000							
12 Theater Building 1200 Renovation									
Solano College									
Occupancy: 2017-18	STATE:	\$13,760,000							
Net ASF: 45	DISTRICT:	\$5,217,000							
GRAND TOTALS									
	Total Cost		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
	STATE:	\$33,451,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	DISTRICT:	\$124,007,000	\$1,311,000	\$181,000	\$620,000	\$2,197,000	\$10,570,000	\$3,630,000	\$1,600,000

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #6 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 #6 to the Contract with BHM Construction, the general contractor for the Fairfield Library/Learning Resource Center (LRC) Project. On October 16, 2019 the Board approved a contract with BHM Construction for the Fairfield Library/LRC 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 complete functionality of new LLRC building

Ed. Code: Board Policy: Estimated Fiscal Impact: \$190,768.00 State and 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

June 5, 2020

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

June 17, 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 #6 TO
BHM CONSTRUCTION FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI/Submittal review, the following changes were made:

- Expanded metal basket below elevator hoist way access panel required to mount fire/smoke detector.
- Owner requested additional electrical outlets added to work stations on the 2nd floor for student use.
- Labor cost for electrical feeder raceway to fire sprinkler booster pump not captured in PCO 26a.
- Added steel piece to resolve support design for sunscreen at roof.
- Cost to revise steel detailing as a result of fire sprinkler system changes.
- Added bike locker to meet CalGreen requirements.
- Cost of fire sprinkler booster pump assembly, purchase only.
- Additional penetrations and blockouts to facilitate proper fitment of rain screen.

BHM's Change Order Request includes the cost of the time and material of the previously listed changes.

Following is a summary of the Contract:

\$ 30,279,100 Original Contract Amount
\$ 183,716 Previously Approved Change Orders (5)
\$ 190,768 Proposed Change Order #6
\$ 30,653,584 New Contract Amount, including this Change Order #6

The Board is asked to approve this Change Order #6 to BHM Construction in the amount of \$190,768.00 resulting in a new contract amount of \$30,653,584.00.



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 # 6
Project Number: 19-009
Date: 22-May-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.

13.3	Expanded metal basket below elevator hoist way access panel required to mount fire/smoke detector	\$2,059.00
20	Owner requested additional electrical outlets added to work stations on the 2nd floor.	\$116,149.00
26b	Labor cost for electrical feeder raceway to fire sprinkler booster pump not captured in PCO 26a	\$1,609.00
34	Added steel piece as resolution to RFI 197	\$2,250.00
37a	Cost to revise steel details as a result of CCD 009	\$8,952.00
38	Added bike locker to meet CalGreen requirement	\$2,910.00
45	Cost of fire sprinkler booster pump assembly, purchase only	\$49,644.00
46	Added penetrations/blockouts to rain screen panels for proper fitment	\$7,195.00
TOTAL COST OF CHANGE ORDER		Add \$190,768.00
FINAL CHANGE ORDER AMOUNT:		Deduct \$0.00 \$190,768.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 183,716.00
Contract Sum Prior to This Change Order:	\$ 30,462,816.00
Original Contract Sum will be Increased by This Change Order:	\$190,768.00
The New Contract Sum Including This Change Order Will Be:	\$ 30,653,584.00
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 COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **AMENDMENT TO SUB-AGREEMENT WITH
MORENO VALLEY COLLEGE FOR DOD CASCADE
GRANT**

REQUESTED ACTION:

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

CONTINUED FROM PREVIOUS PAGE

As such, this amendment increases the number of SBIR firms that Moreno Valley College will work with from two to four firms (8-12 student interns). The amendment increases the amount of the sub-agreement from \$17,500 to \$35,000 with a performance period of January 8, 2020 - June 30, 2021.

Attached is copy of the proposed amendment to the sub-agreement.

**GRANT SUB-AGREEMENT AMENDMENT #1 BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Grant Sub-agreement Amendment #1 ("Agreement") amends the Grant Sub-agreement entered into on the 8th day of January, 2020 by and between Solano Community College District, ("District") and Riverside Community College District on behalf of Moreno Valley College ("Contractor"), (together, "Parties").

WHEREAS, The Governor's Office of Business and Economic Development (GO-Biz) and Governor's Office of Planning and Research (OPR) was awarded grant funds from the Department of Defense Office of Economic Adjustment (OEA) for the California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project, and Solano Community College District entered into agreement #OPR19113 with the California Office of Planning and Research (OPR) as a subrecipient on the Project responsible for Project 13: Cybersecurity Internships/Externships with DoD SBIR/STTR Firms.

WHEREAS, Solano Community College District issued a Request for Applications (RFA) for colleges to participate as subcontractors under the CASCADE grant to deliver a student internship/faculty externship project to place student interns and faculty externs at DoD Small Business Innovation and Research (SBIR) Phase I, II, III startup companies across the state to assist them with cybersecurity readiness/compliance and commercialization of their prospective innovations.

WHEREAS, Solano Community College District has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall conduct a student internship/faculty externship project as further described in the Scope of Work (**Exhibit A**), attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor can commence providing services under this Agreement on November 21, 2019 and will diligently perform as required and complete performance by June 30, 2021, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-five Thousand Dollars (\$35,000.00). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Contractor will invoice Solano Community College for \$20,000 upon award and \$15,000 upon completion of the project and submission of the final report (Exhibit B). Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District at accounts payable@solano.edu.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
 - 5.1. Not applicable.
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 7.1. Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.2.1. material violation of this Agreement by the Contractor; or
- 12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

To the furthest extent permitted by California law, District shall defend, indemnify, and hold harmless the Contractor, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the District. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after

date of mailing notice.”

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers’ Compensation Insurance, and Employers’ Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District

4000 Suisun Valley Rd., Room 151

Fairfield, California 94534

ATTN: Charles Eason

Contractor:

Moreno Valley College

16130 Lasselle Street

Moreno Valley, CA 92551

ATTN: Dean Melody Graveen Ed.D.

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

- 33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2020

Dated: _____, 2020

Solano Community College District

Riverside Community College District

By: _____

By: _____

Print Name: Dr. Celia Esposito-Noy

Print Name: _____

Print Title: Superintendent/President

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A

SCOPE OF WORK

Conduct a student internship/faculty externship project as part of the DOD OEA CASCADE Grant Project 13: Cybersecurity Internships/Externships with DoD SBIR/STTR Firms to assist DoD Small Business Innovation and Research (SBIR) Phase I, II, III awardees with cybersecurity readiness/compliance and assist the SBIR firms with their commercialization efforts.

Deliverables:

- Develop a work plan by January 10, 2020 outlining the plans to accomplish the following scope of work:
 - Identify two faculty members (one business faculty and one ICT/DM faculty with cybersecurity expertise) to act as faculty coaches and set up process for paying stipends to faculty.
 - Selected faculty externs/coaches will attend a faculty conference/orientation meeting planned for February 21, 2020
 - Selected faculty externs/coaches participate in monthly Zoom community of practice meetings hosted by the Statewide Director for Business and Entrepreneurship and Project Coordinator.
 - Assist in matching student interns with a minimum of four (4) DoD SBIR companies. Recruit a minimum of two students and maximum of three students to participate as student interns per DoD SBIR company (Colleges will be provided with a database of SBIR firms interested in student interns).
 - Solano Community College District will be entering into a Career Catalyst Program Agreement with the Foundation for California Community Colleges (FCCC) for the FCCC to be the employer of record for the student interns. The Career Catalyst Program Agreement will require Solano Community College to enter into a Worksite Agreement with each participating college (Exhibit C) and an External Worksite Agreement (Exhibit D) with each DoD SBIR firm if student internships will be conducted at the DoD SBIR firm's location.
 - As appropriate, promote and assist students with enrollment in the college's Work Experience/Work Study course so that students can earn college credit for their work experience as interns.
 - Faculty coach will work with the DoD SBIR companies and students to develop a scope of work for the internship project, internship job descriptions, internship work schedules, and then provide guidance and advising to the students in completing the internship project. The number of hours for the internship will be determined by DoD SBIR Company and student's availability (up to 240 hours at \$20/hr burdened rate per SBIR company, minimum 75 hrs per student intern). The internships must be completed by June 30, 2021.
 - Submit final report documenting the results and outcomes of the project using provided final report template (Exhibit B).

Project Schedule:

- Work Plan due by January 10, 2020
- Faculty orientation meeting February 21, 2019
- The internships must be completed by June 30, 2021.

Not to Exceed Budget:

Faculty Stipends including travel	\$35,000
-----------------------------------	----------

Exhibit B. Student Internship/Faculty Externship Final Report Template

Submit by email with final invoice, no later than June 30, 2021 to charles.eason@solano.edu

College: _____

Outcomes and results:

A. Use the table below to list the student interns who participated in the project:

Name of Student Intern	Hrs Worked	Work Experience Credits earned	Name of DoD SBIR company and description of internship work

B. Describe any benefits derived by faculty extern/coach from working with the DoD SBIR companies and student interns (for example real world experience that can be brought back and incorporated into the classroom or curriculum).

C. List anecdotal information regarding the success of student internship/faculty externship project:

D. List any extenuating circumstances that prevented you from completing objectives of the project:

E. Describe your three greatest challenges you experienced in completing the internship project:

- 1.
- 2.
- 3.

F. Describe your three greatest successes from the student internship/faculty externship project:

- 1.
- 2.
- 3.

Anything else you wish to add?

Exhibit C. Career Catalyst Program Worksite Agreement

See attached Worksite Agreement

Exhibit D. Career Catalyst Program External Worksite Agreement

See attached External Worksite Agreement

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

TO: **Members of the Governing Board**

SUBJECT: **MEASURE Q QUARTERLY PROGRESS UPDATE
REPORT TO THE GOVERNING BOARD**

REQUESTED ACTION:

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

SUMMARY:

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of January 1, 2020 – March 31, 2020.

Measure Q expenditures during this reporting period were \$4,705,311. Total expended to March 31, 2020 was \$182,244,510 (percentage spent is 51.4%).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	\$0
SUPERINTENDENT’S RECOMMENDATION:		<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER’S NAME			
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 863-7855 <hr/> TELEPHONE NUMBER			
Robert V. Diamond Vice President, Finance and Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> June 17, 2020 DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
June 5, 2020 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE
REPORT TO THE GOVERNING BOARD**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of primary projects:

Program:

- Facilities Master Plan – The District continues its update to the currently adopted Facilities Master Plan.

Campus Projects:

- Library/Learning Resource Center: Construction continues. Work on the building pad proceeded and was certified. Interior footings work, columns and elevator work has begun. Utilities and phase 2 of slab on grade are underway. Furniture and equipment for early spring 2020 delivery were ordered.
- B300 Modifications – Graphics & Mailroom: Design is complete. DSA approval received. Bidding for contractor complete. Construction to begin once award is approved by Board.
- Bleacher Replacement - Baseball and Soccer: Design work complete and DSA approval received. Bidding for contractor complete. Construction to begin once award is approved by Board.
- Parking Lot #1 Resurfacing: Design complete and DSA approval received. Bidding for contractor complete. Construction to begin once award is approved by Board.
- Early Learning Center Modernization (Design): Existing portables are to be replaced due to their age and condition. An initial design study to determine needs, scope and estimated costs for their replacement is underway.
- Fairfield Campus Perimeter Road Striping: Scope of work includes reflective paint road striping and installation of two-way reflectors around the perimeter road of the Fairfield campus to improve visibility for vehicular traffic and improve overall safety. Contractor has been selected and work is being scheduled.
- Building 800 Parking Lot (Lot A2) Rehabilitation: Work includes completion of all necessary access compliance upgrades per DSA. Construction is underway.