

**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**

**Short-Term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Stephen Lepera	Clinical Simulation Center Instructor	General Fund	05/09/20 - 06/30/20	\$62.63/hr.

**EMPLOYMENT 2020-2021**

**District Redeployment**

<u>Name</u>	<u>Assignment</u>	<u>Effective Dates</u>
Katherine Cox	85% Veterans Affairs / 15% Art Lab Technician	08/10/20 - 05/27/21
Sidney Laws	100% Outreach	08/10/20 - 05/27/21

**Out of Class Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jennifer Low	Biotechnology Labe Technician; 4-year Program	07/01/20 – 05/31/21 (Updated)
Pete Zavala	Information Analyst/DBA (Lead)	07/01/20 – 06/30/21

\_\_\_\_\_  
**Mary Jones**  
 Human Resources

July 02, 2020

**Date Submitted**

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

July 15, 2020

**Date Approved**

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Cochea Bivins	Student Services Assistant II	SEA	08/06/20 – 06/30/21	\$18.10/hr.
Dagmar Kuta	Enterprise Resource Analyst	General Fund	07/20/20 – 08/09/20	\$21.31/hr.
Maeve Lee	Student Services Generalist	VRC Allocated Funding	08/06/20 – 06/30/21	\$18.10/hr.
Stephen Lepera	Clinical Simulation Center Instructor	General Fund	07/01/20 - 06/30/21	\$62.63/hr.
Jennifer Low	Biotechnology Lab Technician	Strong Workforce	07/01/20 – 05/31/21	\$38.97/hr. (Updated)
Marissa McDowell	Interpreter Intern	General Fund	08/13/20 – 06/30/21	\$25.00/hr.
Kristina Olsen	Student Services Assistant II	SEA	08/06/20 – 06/30/21	\$18.10/hr.
Helymar Walter	Student Services Generalist	VRC Allocated Funding	08/06/20 – 06/30/21	\$18.10/hr.
Kasey Willes	Interpreter Intern	General Fund	08/13/20 – 06/30/21	\$25.00/hr.
Roxana Zeedyk	EOPS Student Services Asst 1	EOPS District Match/EOPS CARE	08/06/20 – 06/30/21	\$15.88/hr.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: PUBLIC HEARNG 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 July 15, 2020, the Governing Board received the District’s initial proposal of interest to the Operating Engineers/Stationary Engineers, Local 39.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547	Board Policy:2010	Estimated Fiscal Impact: Unknown
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SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Mary Jones  
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 5, 2020  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

July 24, 2020  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING 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

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

The District’s proposal to the Operating Engineers/Stationary Engineers, Local 39, to work with Local 39 on the following interest.

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

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, reconvene the regular meeting and accept the District’s proposal for negotiations.

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

**TO: Members of the Governing Board**

**SUBJECT: PERSONAL SERVICES AGREEMENT WITH JOHNSTON  
NONPROFIT SOLUTIONS FOR CONSULTING SERVICES IN  
SUPPORT OF THE SCC EDUCATIONAL FOUNDATION AND  
ALUMNI ASSOCIATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval of a Personal Services Agreement with Johnston Nonprofit Solutions is requested. Curt Johnson is the sole proprietor of this company, and the purpose is to carry out fundraising, outreach, and special events by the SCC Educational Foundational and SCC Alumni Association.

*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: 3520</i>	<i>Estimated Fiscal Impact: \$57,600</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**

July 24, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

August 5, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AGENDA ITEM** 12.(b)  
**MEETING DATE** August 5, 2020

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

**TO: Members of the Governing Board**

**SUBJECT: PERSONAL SERVICES AGREEMENT WITH JOHNSTON  
NONPROFIT SOLUTIONS FOR CONSULTING SERVICES IN  
SUPPORT OF THE SCC EDUCATIONAL FOUNDATION AND  
ALUMNI ASSOCIATION**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

Mr. Johnston served in this capacity last year as part-time Executive Director of the SCC Educational Foundation. As shown in the attached Scope of Work, the total contact amount is \$57,600 for 720 hours of work from July 1, 2020 to June 30, 2021. The number of hours is equivalent to approximately 15 hours per week, which is 25% less than last year. The annual savings to the District as a result of the reduction in hours from last year is \$19,200.

**Scope of Work for Johnston Nonprofit Solutions PSA  
For Support of the SCC Educational Foundation and Alumni Association  
Fiscal Year 2020-2021**

**Background**

As of July 1, 2019, the executive director for the Solano Community College Educational Foundation became a part-time position working under contract to the College. Curt Johnston served in this position and is the sole proprietor of Johnston Non-Profit Solutions. This 2020 update was prepared with the working knowledge of a successful year with a part-time Executive Director for the Foundation working directly for the College. With a focus on priorities, the Foundation remained active and accomplished the major goals desired by the College.

With the Covid-19 pandemic and potential severe impact on the State and College budget, a reduction of hours authorized under this Scope of Work and Personal Services Agreement (PSA) is necessary. The total number of hours paid for in this PSA is 720, which averages fifteen (15) hours per work week. This is a 25% reduction from the 960 hours included in the 2019 Scope of Work. With this limited number of work hours, it is acknowledged that all of the tasks in the following Scope of Work may not be completed. Rather, it is understood that progress will be made in each area, and that sufficient results will be achieved to justify continued investment by the College in the Educational Foundation and Alumni Association programs.

The Scope of Work described below also represents a change in the primary focus of the organization. In past years, outreach and special events were critical. As the Covid-19 pandemic continues, the annual Benefit Gala and Crab & Shrimp Feed simply cannot be held as live events. Therefore, the focus in 2020 will be on fundraising, with an emphasis on generating scholarship funds and general support for the College. Alumni Association communications and social media will become the primary means of outreach.

**Scope of Work**

1. **Foundation Fundraising.** This task includes all forms of written and oral communications for the general purpose of raising awareness, telling stories about the College, alumni and students, highlighting areas of need to help direct gifts, and solicitation meetings with potential donors. As requested by the College Superintendent-President, scholarships will be a priority for fundraising. The Solano College Fund and Facility Naming Program are also priorities as they have the potential to attract large donations.

Email communications and social media will be critical components of the fundraising program. As the program grows, major solicitations will be sent via the U.S. Post Office. Efficient use of the new Donor Perfect software is critical as it provides for email communication at a low cost, and online donation pages. At the beginning of 2020, the Foundation changed to Donor Perfect from Raiser's Edge. The change will save the Foundation and Alumni Association approximately \$6,000 annually, and the new software is easier to use. All online donations now use Donor Perfect and thank you/confirmation emails are automatically sent to the donor. Another tool is our Foundation Search software to seek out grant opportunities for the Foundation.

2. **Special Events.** Special event activity under this Scope of Work is curtailed from previous years. The intent is to maintain a limited schedule that still helps raise awareness of the College and Foundation, while generating unrestricted funds. Unrestricted funds are used to pay Foundation operations and administrative expenses. However, events are labor intensive, so the number must be restricted. The 75<sup>th</sup>

Anniversary Gala originally scheduled for May 2020 will be moved to November 7, 2020 as a “virtual gala” or it may be cancelled. The Tee Off for Athletes Golf Invitational scheduled for September 25, 2020 has been rescheduled to May 17, 2021. The later date will spread out the work load and improve the likelihood of the tournament occurring (at present tournaments are restricted). The Crab & Shrimp Feed will not be planned in 2021 under the terms of this contract. The event is labor intensive and only makes financial sense with attendance of nearly 600 people. This could only occur in the unlikely case that State and local agencies authorize large food serving events, and all relevant health and safety practices could be followed. In addition, carrying out a Crab & Shrimp Feed would require this contract to be amended, or the Foundation would have to pay for the planning and implementation from the event proceeds.

It should be noted that in 2019, the Business Networking Series was successfully transitioned to the Solano Small Business Development (Solano SBDC). This was directed by Curt Johnston, but under separate contract to Solano SBDC. The operating costs and marketing became the responsibility of SBDC, but they agreed to hold the joint mixers at College locations if possible. A successful mixer was held at the SCC Vacaville Center on March 5, 2020 with 175 in attendance. An August 2020 mixer was planned at the Vallejo Auto Tech Center, but will be cancelled due to Covid-19. This outreach is not included in this Scope of Work.

3. Creating an Active Alumni Association. Supporting the startup of the Alumni Association has been a long-term project of the Foundation. It was a lower priority in past work programs, but with Covid-19 the priority must be heightened. In 2020, Alumni outreach will be a critical component of the outreach and fundraising efforts. Yet obstacles created by Covid-19 need to be overcome. A highlight of the 2019 Hire-A-Grad program was support for the Workforce Development Board annual career fair at the Fairfield campus. Unfortunately the April 2020 event was cancelled. Regarding the alumni newsletter, much of this work needed to be accomplished by the “A Team” consisting of student interns working under the direction of the Foundation. A small group of students was identified in the spring semester to help generate content for an electronic newsletter. Covid-19 impacted the work as the campus was closed. Only one newsletter was sent out. Mr. Johnston will make the A Team a priority in 2020, and student participation may have to be via Zoom meetings.

It should also be noted that the SCC Education Foundation has recruited two new Board members to assist the Foundation Alumni Committee and A Team. Both are young working professionals and SCC Alumni who want to give back and help mentor students. The A Team would include communications or marketing students to help generate social media posts and write student or alumni profiles; a graphic arts major helping to design flyers and graphics; and/or a TV Production student helping to create marketing videos. These students would work together in a team environment to integrate and coordinate their marketing efforts. The Foundation Alumni Committee working with Curt Johnston and Eileen Amick will oversee their work. Ideally the interns would be paid under the Federal Work Study program, but the Solano Workforce Development Board has identified a program to pay student interns that would be an alternative to College Financial Aid. Students may also receive academic benefits from the SCC Occupational Education program.

4. Administration. Overseeing the administrative and financial operations of the Foundation is an on-going task that must be maintained in this Scope of Work. A critical component of this is monitoring the

unrestricted fund balance. With a bare bones budget, the Foundation still needs to generate about \$20,000 annually for administrative expenditures. In the past, the Foundation relied on proceeds from special events to generate this funding. To help this situation, the Athletic Department has agreed to allow the proceeds from the golf tournament to be used to support the Foundation. Previously, all tournament proceeds supported SCC Athletics. The name will be changed from Tee Off for Athletes to Tee Off for Education.

Time-saving changes instituted last year will continue. The Foundation Board will meet quarterly and Board participation will be focused on committee involvement. Foundation scholarships will be awarded during the fall semester only, except for spring Osher Scholarships.

It is also important to note that Eileen Amick, Administrative Assistant II, has transitioned to a part-time role in support of the Educational Foundation. Half of her work hours have been assigned to another College function. Her role supporting the Foundation will include maintaining the financial operations, coordination of the Foundation scholarship program, learning the new Donor Perfect fundraising software, and coordinating the work of the students participating on the A Team. In addition, the Education Foundation has agreed to support the SCC Retirees Association to ensure the future of the organization through a leadership change. Ms. Amick will help set up email communications using the Foundation Constant Contact email account, and coordinate the work of A Team students that will help establish new Retirees web pages on the Alumni Association website.

### **Term/Hours/Compensation**

The term of this Scope of Work and Personal Services Agreement (PSA) shall run from July 1, 2020 through June 30, 2020, unless terminated earlier pursuant to the terms of this PSA. The number of hours billed during the term shall not exceed 720. The compensation shall be \$80 per hour. Total compensation under this PSA shall not exceed \$57,600.

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

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AWARD TO CYPRESS RISK MANAGEMENT FOR INTERCOLLEGIATE SPORTS & STUDENT ACCIDENT INSURANCE POLICY FOR THE 2020-2021 ACADEMIC YEAR

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested to enter into contract with Cypress Risk Management for an insurance policy for the 2020-2021 academic year. The base policy covers intercollegiate sports and student accidents and catastrophic accident insurance.

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**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: 5420</i>	<i>Estimated Fiscal Impact: \$40,650</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Robert V. Diamond  
Vice President, Finance & Administration

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

**ADDRESS**  
  
(707) 864-7209

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

**VICE PRESIDENT APPROVAL**  
  
July 24, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 15, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AGENDA ITEM** 12.(c)  
**MEETING DATE** August 5, 2020

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CYPRESS RISK MANAGEMENT FOR  
INTERCOLLEGIATE SPORTS & STUDENT ACCIDENT  
INSURANCE POLICY FOR THE 2020-2021 ACADEMIC YEAR**

**REQUESTED ACTION:**

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

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**SUMMARY:**

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Keenan & Associates has restructured their firm's holdings using their broker, Cypress Risk Management for the U.S. Fire Base Policy and Catastrophic line of coverages.

Keenan & Associates'	
<u>2019-2020 Academic Year</u>	
Base Policy	\$38,500
Catastrophic	<u>\$ 5,150</u>
Total:	\$43,650

Cypress Risk Management's	
<u>2020-2021 Academic Year</u>	
Base Policy	\$35,500
Catastrophic	<u>\$ 5,150</u>
Total:	\$40,650



**2020-2021**

**Intercollegiate Sports and Student Accident  
BASE Insurance Renewal Proposal**

Presented to:

**Solano Community College District  
Solano College**

4000 Suisun Valley Road | Fairfield, CA 94534

Broker:

**Cypress Risk Management  
Monique Palmieri-Wilson  
Vice President of Sales**

**In California: Cypress of Nebraska Insurance Agency  
License #0H94715**



**Intercollegiate Sports and Student Accident Insurance Carrier & Claims Company Information**

<b>Entity Name</b>	<b>U.S. Fire Insurance Company</b>
<b>City, State</b>	Morristown, NJ
<b>A.M. Best Rating</b>	A (Excellent) XIII
<b>Carrier Description</b>	Fairmont Specialty is a division of Crum & Forster, a national commercial property and casualty insurance group of insurance companies wholly owned by Fairfax Financial Holdings Limited. Crum & Forster Group (C&F) is a national commercial property and casualty insurance company with accident and health authority. For 2010, gross written premium was \$0.8B and surplus was \$1.3B. Fairmont Specialty is a division of Crum & Forster, which underwrites niche casualty lines and a wide range of accident and health insurance products. These products are written through United States Fire Insurance Company and The North River Insurance Company.
<b>Claims Company Name</b>	<b>BMI Benefits, LLC. / Bob McCloskey Insurance</b>
<b>City, State</b>	Matawan, New Jersey
<b>Years of serving student insurance industry</b>	35+
<b>Claims Submission Information</b>	
<b>Nationwide Toll-Free Number</b>	800-445-3126
<b>Claim Form Required? Yes/No</b>	Yes
<b>Claim lookup online? Yes/No</b>	Yes
<b>Claim Submission Deadline</b>	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses
<b>Mailing address for claim submission</b>	PO Box 511 76 Main Street, Matawan, NJ 07747
<b>E-mail address for claim submission</b>	Available
<b>Website</b>	www.bobmccloskey.com
<b>Customer Service Hours (EST)</b>	9:00a.m. - 5:00p.m.
<b>Assigned Specific Claims Examiner? Yes/No</b>	Yes
<b>Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)</b>	10-15 business days
<b>HIPAA Compliance with federal privacy and confidentiality requirements Yes/No</b>	Yes

In California: Cypress of Nebraska Insurance Agency License #0H94715



**U.S. Fire Insurance Company**

**Intercollegiate Sports and Student Accident Insurance BASE Benefits Offered To:  
Solano Community College District**

**Sports Covered**

<b>Men's:</b>	<b>Baseball, Basketball, Swimming/Diving &amp; Tennis.</b>
<b>Women's:</b>	<b>Basketball, Soccer, Softball, Swimming/Diving, Tennis &amp; Volleyball.</b>

<b>Policy Period:</b>	<b>08/01/2020 – 07/31/2021</b>
<b>Plan:</b>	<b>Full Excess, 100% Usual &amp; Customary</b>
<b>Benefit Period:</b>	<b>52 Weeks</b>
<b>Deductible:</b>	<b>\$0 (zero)</b>

<b>Accidental Death:</b>	<b>\$10,000</b>
<b>Accidental Dismemberment:</b>	<b>\$10,000</b>
<b>AD&amp;D Aggregate Limit:</b>	<b>\$500,000</b>
<b>Accident Medical Expense (AME):</b>	<b>\$50,000 Students / \$25,000 Athletes</b>
<b>Dental Limit:</b>	<b>Included in the Medical Maximum</b>
<b>Physiotherapy Limit:</b>	<b>Included in the Medical Maximum</b>
<b>Prosthetic Devices:</b>	<b>Included in the Medical Maximum</b>
<b>Durable Medical Equipment:</b>	<b>Included in the Medical Maximum</b>
<b>Guest/Recruits:</b>	<b>Included</b>
<b>Expanded Medical:</b>	<b>Included in the Medical Maximum</b>
<b>Heart &amp; Circulatory Benefit:</b>	<b>Included in the Medical Maximum</b>
<b>HMO/PPO Denial Benefit:</b>	<b>Included in the Medical Maximum</b>
<b>Pre-existing Conditions:</b>	<b>Included in the Medical Maximum</b>

**Activities:** All Activities must be Supervised and Sponsored by the Policyholder.

**Students:** All enrolled and registered FTES students, and children who are in the CDC of FTES students of the Policyholder, excluding study abroad programs.

In California: Cypress of Nebraska Insurance Agency License #0H94715



**U.S. Fire Insurance Company  
2020–2021 Premium**

**Intercollegiate Sports and Student Accident BASE Insurance Renewal Proposal**

<b>AME Limits/Deductibles</b>	<b>2020-2021 Premium</b>
Students-\$50,000/Athletes-\$25,000  Deductibles - \$50 Students / \$50 Class 2 Athletes/ \$100 Class 1 Athletes	\$35,500.00

By signing below, the parties agree to bind coverage under this proposal offer.

**On behalf of school:**

Name: \_\_\_\_\_

School: Solano Community College District

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of the Company:**

Name: \_\_\_\_\_

Agency: Cypress Risk Management

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE:** The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

In California: Cypress of Nebraska Insurance Agency License #0H94715



**2020-2021**

**Intercollegiate Sports and Student Accident  
Catastrophic Insurance Renewal Proposal**

Presented to:

**Solano Community College District  
Solano College**

4000 Suisun Valley Road | Fairfield, CA 94534

Broker:

**Cypress Risk Management  
Monique Palmieri-Wilson  
Vice President of Sales**

**In California: Cypress of Nebraska Insurance Agency  
License #0H94715**



## Intercollegiate Sports / Student Accident Insurance Carrier & Company Information

<b>Entity Name</b>	<b>U.S. Fire Insurance Company</b>
<b>City, State</b>	Morristown, NJ
<b>A.M. Best Rating</b>	A (Excellent) XIII
<b>Carrier Description</b>	Fairmont Specialty is a division of Crum & Forster, a national commercial property and casualty insurance group of insurance companies wholly owned by Fairfax Financial Holdings Limited. Crum & Forster Group (C&F) is a national commercial property and casualty insurance company with accident and health authority. For 2010, gross written premium was \$0.8B and surplus was \$1.3B. Fairmont Specialty is a division of Crum & Forster, which underwrites niche casualty lines and a wide range of accident and health insurance products. These products are written through United States Fire Insurance Company and The North River Insurance Company.
<b>Claims Company Name</b>	<b>BMI Benefits, LLC. / Bob McCloskey Insurance</b>
<b>City, State</b>	Matawan, New Jersey
<b>Years of serving student insurance industry</b>	35+
<b>Claims Submission Information</b>	
<b>Nationwide Toll-Free Number</b>	800-445-3126
<b>Claim Form Required? Yes/No</b>	Yes
<b>Claim lookup online? Yes/No</b>	Yes
<b>Claim Submission Deadline</b>	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses
<b>Mailing address for claim submission</b>	PO Box 511 76 Main Street, Matawan, NJ 07747
<b>E-mail address for claim submission</b>	Available
<b>Website</b>	<a href="http://www.bobmcloskey.com">www.bobmcloskey.com</a>
<b>Customer Service Hours (EST)</b>	9:00a.m. - 5:00p.m.
<b>Assigned Specific Claims Examiner? Yes/No</b>	Yes
<b>Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)</b>	10-15 business days
<b>HIPAA Compliance with federal privacy and confidentiality requirements Yes/No</b>	Yes

In California: Cypress of Nebraska Insurance Agency License #0H94715



**U.S. Fire Insurance Company**

**Intercollegiate Sports and Student Accident Insurance CAT Benefits Offered To:  
Solano Community College District**

**Sports Covered**

**Men's:** Baseball, Basketball, Swimming/Diving & Tennis.  
**Women's:** Basketball, Soccer, Softball, Swimming/Diving, Tennis & Volleyball.

**Policy Period:** 08/01/2020 – 07/31/2021  
**Accident Medical Expense (AME):** \$1,000,000  
**Proposed Plan:** Full Excess, 100% Usual & Customary  
**Benefit Period:** 520 weeks

**Deductible:** \$50,000 per Injury Students  
\$25,000 per Injury Athletes  
**Accidental Death:** \$10,000  
**Accidental Dismemberment:** \$10,000  
**AD&D Aggregate Limit:** \$500,000

**HMO/PPO Denial Benefit:** Included  
**Expanded Medical:** Included  
**Re-Aggravation/Prior Sports Conditions:** Included  
**Heart & Circulatory Benefit:** Included

**Activities:** All Activities must be Supervised and Sponsored by the Policyholder.

**Students:** All enrolled and registered FTES students, and children who are in the CDC of FTES students of the Policyholder, excluding study abroad programs.

In California: Cypress of Nebraska Insurance Agency License #0H94715



**U.S. Fire Insurance Company 2020–2021 Renewal Premium**

**Intercollegiate Sports and Student Catastrophic Accident Insurance  
\$1,000,000 per Injury Maximum Proposal**

Deductible – CAT	2020-2021 Premiums
Students \$50,000 / Athletes \$25,000	\$5,150.00

By signing below, the parties agree to bind coverage under this proposal offer.

**On behalf of school:**

Name: \_\_\_\_\_

School: Solano Community College District

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of the Company:**

Name: \_\_\_\_\_

Agency: Cypress Risk Management

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE:** The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

In California: Cypress of Nebraska Insurance Agency License #0H94715

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING ON THE CONVEYANCE OF  
 PROPOSED MAINTENANCE EASEMENTS TO CITY OF  
 VACAVILLE**

**REQUESTED ACTION:**

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

**SUMMARY:**

City of Vacaville (City) seeks an easement to maintain the sidewalk and traffic equipment located on portions of the District property at the intersection of North Village Parkway at the Solano Community College, Vacaville Center. Before the Board can approve and authorize a conveyance of easement to the City, Education Code section 81313 requires the Board to hold a public hearing on the question of the proposed easement conveyance.

*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: Student and community safety at campus.

<i>Ed. Code: 81310-81314</i>	<i>Board Policy: 3360</i>	<i>Estimated Fiscal Impact: \$0.00</i>
------------------------------	---------------------------	--

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

Lucky Lofton  
 Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert Diamond  
 VP, Finance & Administration

**VICE PRESIDENT APPROVAL**

July 24, 2020

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

**Dr. Celia Esposito-Noy**  
 Superintendent-President

August 5, 2020

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING ON THE CONVEYANCE OF  
PROPOSED MAINTENANCE EASEMENTS TO CITY OF  
VACAVILLE**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

On July 15, 2020, the Board set the day for the public hearing in its Resolution of Intent. Staff published and posted the notice of the public hearing in accordance with Education Code section 81312. The Board is asked to hold a public hearing on the question of the proposed conveyance of easement to the City for maintenance purpose before it proceeds with approving and authorizing the conveyance.

The Resolution is available online at <http://www.solano.edu/measureq/planning.php> under the BOT 8/5/20 link below.

<http://www.solano.edu/measureq/2020/202008%20Public%20Hearing%20re%20Easement%20to%20City%20at%20Vacaville%20Center%20BOT.pdf>

**SOLANO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 20/21-03**

**AUTHORIZATION OF CONVEYANCE OF EASEMENTS TO THE  
CITY OF VACAVILLE**

WHEREAS, Section 81310 et seq. of the California Education Code authorizes the Solano Community College District ("**District**"), by two-thirds (2/3) vote of its governing board ("**Board**"), to dedicate or convey to any political subdivision or municipal corporation for public street or highway purposes, including right of way purposes, any land belonging to the community college district either with or without consideration and without a vote of the electors of the district first being taken, upon such terms and conditions as the parties thereto may agree.

WHEREAS, the District owns real property commonly referred to as the Solano Community College, Vacaville Center, located at 2001 North Village Parkway in Vacaville, California ("**Property**").

WHEREAS, the City of Vacaville ("**City**") maintains the right of ways within city limits, including sidewalks and traffic equipment, portions of which are located on the Property at the intersection of North Village Parkway.

WHEREAS, the District agreed to convey the portions of the Property to the City, for public right of way maintenance purposes, so the City can maintain and operate the sidewalk and traffic equipment at the intersection in front of the Property.

WHEREAS, the proposed Easements to be conveyed from District to City is legally described in the exhibits attached to the proposed Grant Deed For Easements.

WHEREAS, pursuant to Section 81311 of the California Education Code, on July 15, 2020, the Board adopted a resolution and declared its intent to convey the Easements to the City, and to call a public hearing in connection therewith.

WHEREAS, pursuant to Sections 81312 and 81313 of the California Education Code, all statutorily required notices were given, and on this 19th day of August, 2020, the Board held a public hearing on the question of conveying the Easements to the City, at which hearing all persons desiring to speak were afforded an opportunity to be heard.

WHEREAS, pursuant to Section 27281 of the California Government Code, deeds or grants conveying any interest in or easement upon real property to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant.

NOW, THEREFORE, the Governing Board of the Solano Community College District does hereby resolve, approve, and order as follows:

Section 1.     Recitals. The foregoing recitals are true and correct.

Section 2.     Approval of Conveyance of the Easements. Having received no legal protest to the conveyance of the Easements, the Board hereby approves the District's

conveyance of the Easements to the City for City’s operation and maintenance of the sidewalk, traffic equipment, and all other ancillary purposes.

Section 3. Authorization. The President of the Board, the District Superintendent, or a designee, are each hereby delegated authority, authorized, and directed to execute all documents and take all actions necessary to carry out the intent of the Board pursuant to this Resolution, including, without limitation, to execute the Grant Deed For Easements in substantially the form attached to this Resolution as **EXHIBIT “1,”** and to deliver the Grant Deed For Easements to the City for recordation by the City with the County Recorder’s Office.

**PASSED, ADOPTED, and APPROVED** by 2/3 vote of the Governing Board of the Solano Community College District on August 19, 2020, by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed: \_\_\_\_\_

**EXHIBIT "1"**

FORM OF GRANT DEED FOR EASEMENTS BEHIND THIS SHEET.

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Vacaville  
City Engineer  
650 Merchant Street  
Vacaville, CA 95688

**WITH COPY TO:**

Solano Community College  
President's Office  
4000 Suisun Valley Rd  
Fairfield, CA 94534

Request recording without fee. Record for benefit of City of Oxnard pursuant to Government Code sections 6103, 27383.

(THIS SPACE FOR RECORDER'S USE ONLY)

**GRANT DEED  
FOR EASEMENTS**

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922)

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0.00 [exempt]

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale
- Unincorporated area, or  City of Vacaville

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**SOLANO COMMUNITY COLLEGE DISTRICT,  
A California Community College District ("Grantor"),  
hereby GRANTS AND CONVEYS to  
CITY OF VACAVILLE, A Municipal Corporation ("Grantee"),**

a permanent easement for public right of way maintenance purposes, over, under, along and across all that real property, situated in the City of Vacaville, County of Solano, State of California described and depicted on the attached Exhibits (6 sheets: Traffic Signal Equipment and Public Sidewalk).

Grantee understands that it is solely responsible for the operation and maintenance of the Easements for public right of way maintenance purposes.

**Signed by Grantor:**

SOLANO COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
**Dr. Celia Esposito-Noy, Superintendent/President**

Dated: \_\_\_\_\_

**NOTE: SEE NEXT PAGE FOR ACKNOWLEDGMENT  
NOTARY ACKNOWLEDGMENT MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.**



**Exhibit "A"**  
**Traffic Signal Equipment Easement**

That portion of Lot 1A as shown and delineated on that certain map entitled "Tract map for Mission Land and Development Company", recorded May 8, 1998, in Book 68 of Maps at Page 40, Solano County Records, lying in the City of Vacaville, County of Solano, State of California, described as follows:

**COMMENCING** at the southerly terminus of that certain course number "L31" of said map, said point being the beginning of a curve concave to the southwest, having a radius of 676.00 feet and radial bearing North70°45'33"East, said point also being on the easterly right of way line of North Village Parkway; thence along said easterly right of way, 281.75 feet along said curve, through a central angle of 23°52'48" to the **POINT OF BEGINNING**; thence leaving said easterly right of way, South82°09'47"East 31.33 feet; thence South7°50'13"West 24.00 feet; thence North82°09'47"West 30.42 feet to a point on the easterly right of way of North Village Parkway, said point being the beginning of a non-tangent curve, having a radius of 676.00 feet and a radial bearing South83°19'30"East; thence northeasterly along said right of way, 24.02 feet along said curve, through a central angle of 2°02'09" to the **POINT OF BEGINNING**.

Said description contains 739.4 square feet, more or less.

The Basis of Bearings of this Survey is the California Coordinate System, Zone 2, North American Datum of 1983 (NAD83), (Epoch 1991.35), as determined locally by a line between City of Vacaville G.P.S. Control Stations "B04II" and "C02III" being North36°22'35"East as derived from geodetic values published in that certain Record of Survey titled "City of Vacaville Record of Survey G.P.S. Control Network" filed for record January 15, 1997 in Book 22 of Surveys at Page 10, Solano County Records.

All distances and areas shown herein are "ground" distances. To obtain "grid" distances divide "ground" distances by the Combined Factor of 0.999987381.

 2-21-17  
\_\_\_\_\_  
John C. Wunschel III    PLS 8937    Date



**EXHIBIT "B"**

PORTION OF LOT 1A  
68 S.D. 40

N70°45'33"E  
(R)

P.O.C.  
SOUTHERLY TERMINUS  
OF COURSE "L31" (68 S.D. 40)

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- o DIMENSION POINT
-  EASEMENT AREA: 739.4 SQ.FT.



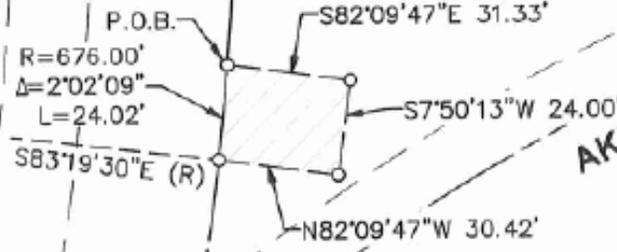
SCALE: 1"=40'

NORTH VILLAGE PKWY

McKEVITT AVE

**SOLANO COMMUNITY  
COLLEGE DISTRICT  
APN 0133-180-150  
LOT 1A  
68 S.D. 40**

R=676.00' Δ=23°52'48" L=281.75'



AKERLY DRIVE



**VACAVILLE CENTER INTERSECTION IMPROVEMENTS** 1 OF 1  
**TRAFFIC SIGNAL EQUIPEMENT EASEMENT**

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**Exhibit "A"**  
**Traffic Signal Equipment Easement**

That portion of Parcel "B" as described in the Grant Deed to Solano Community College District, recorded on July 15, 2014, in Document No. 201400052224, Solano County Official Records, lying in the City of Vacaville, County of Solano, State of California, described as follows:

**COMMENCING** at the southerly terminus of that certain course number "L63" as shown and delineated on that certain map entitled "Tract map for Mission Land and Development Company", recorded May 8, 1998, in Book 68 of Maps at Page 40, Solano County Records, said point being the beginning of a curve concave to the southwest, having a radius of 546.00 feet and radial bearing North70°45'33"East, said point also being on the westerly right of way line of North Village Parkway; thence along said westerly right of way, 234.85 feet along said curve, through a central angle of 24°38'42" to the **POINT OF BEGINNING**, said point being the beginning of a curve to the right having a radius of 546.00 feet; thence continuing along said westerly right of way, 53.84 feet along said curve, through a central angle of 5°39'00"; thence leaving said westerly right of way along the following five (5) courses:

- 1) North45°05'15"West 20.00 feet;
- 2) North7°05'00"East 7.54 feet;
- 3) North82°55'00"West 46.33 feet;
- 4) North7°05'00"East 34.00 feet;
- 5) South82°55'00"East 63.20 feet to the **POINT OF BEGINNING**.

Said description contains 2,381.0 square feet, more or less.

The Basis of Bearings of this Survey is the California Coordinate System, Zone 2, North American Datum of 1983 (NAD83), (Epoch 1991.35), as determined locally by a line between City of Vacaville G.P.S. Control Stations "B04II" and "C02III" being North36°22'35"East as derived from geodetic values published in that certain Record of Survey titled "City of Vacaville Record of Survey G.P.S. Control Network" filed for record January 15, 1997 in Book 22 of Surveys at Page 10, Solano County Records.

All distances and areas shown herein are "ground" distances. To obtain "grid" distances divide "ground" distances by the Combined Factor of 0.999987381.

  
John C. Wunschel III    PLS 8937    Date    2-21-17



**EXHIBIT "B"**

PORTION OF PARCEL "B"  
PER DOC. 201400052224 O.R.

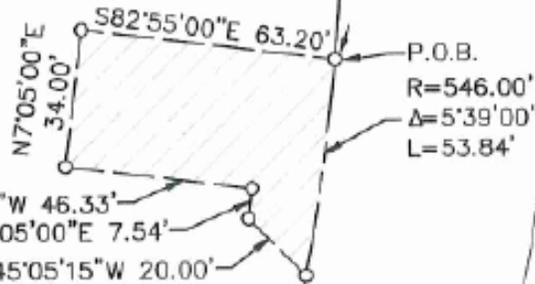
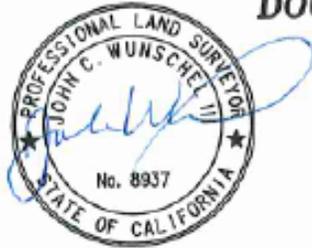
APN 133-190-540  
LOT 'D'  
89 S.D. 19

N70°45'33"E (R)  
P.O.C.  
SOUTHERLY TERMINUS  
OF COURSE "L63"  
(68 S.D. 40)



NORTH VILLAGE PKWY

**SOLANO COMMUNITY  
COLLEGE DISTRICT  
APN 133-190-520  
PARCEL B  
DOC. 201400052224**



**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- o DIMENSION POINT
-  EASEMENT AREA: 2,381.0 SQ.FT.

**VACAVILLE CENTER INTERSECTION IMPROVEMENTS 1 OF 1**  
**TRAFFIC SIGNAL EQUIPEMENT EASEMENT**

**Exhibit "A"**  
**Public Sidewalk Easement**

That portion of Parcel "B" as described in the Grant Deed to Solano Community College District, recorded on July 15, 2014, in Document No. 201400052224, Solano County Official Records, lying in the City of Vacaville, County of Solano, State of California, described as follows:

**COMMENCING** at the southerly terminus of that certain course number "L63" as shown and delineated on that certain map entitled "Tract map for Mission Land and Development Company", recorded May 8, 1998, in Book 68 of Maps at Page 40, Solano County Records, said point being the beginning of a curve concave to the southwest, having a radius of 546.00 feet and radial bearing North70°45'33"East, said point also being on the westerly right of way line of North Village Parkway; thence along said westerly right of way, 187.27 feet along said curve, through a central angle of 19°39'05" to the **POINT OF BEGINNING**, said point being the beginning of a curve to the right having a radius of 546.00 feet; thence continuing along said westerly right of way, 101.43 feet along said curve, through a central angle of 10°38'36"; thence leaving said westerly right of way along the following six (6) courses:

- 1) North45°05'15"West 20.00 feet;
- 2) North30°34'44"East 12.57 feet;
- 3) North6°13'37"East 44.58 feet;
- 4) North18°13'26"West 13.61 feet;
- 5) North57°28'46"East 15.04 feet;
- 6) North23°43'45"East 11.48 feet to the **POINT OF BEGINNING**.

Said description contains 1,114.6 square feet, more or less.

The Basis of Bearings of this Survey is the California Coordinate System, Zone 2, North American Datum of 1983 (NAD83), (Epoch 1991.35), as determined locally by a line between City of Vacaville G.P.S. Control Stations "B04II" and "C02III" being North36°22'35"East as derived from geodetic values published in that certain Record of Survey titled "City of Vacaville Record of Survey G.P.S. Control Network" filed for record January 15, 1997 in Book 22 of Surveys at Page 10, Solano County Records.

All distances and areas shown herein are "ground" distances. To obtain "grid" distances divide "ground" distances by the Combined Factor of 0.999987381.

  
John C. Wunschel III    PLS 8937    Date



**EXHIBIT "B"**

PORTION OF PARCEL "B"  
PER DOC. 201400052224 O.R.

APN 133-190-540  
LOT 'D'  
89 S.D. 19

N70°45'33"E (R)  
P.O.C.  
SOUTHERLY TERMINUS  
OF COURSE "L63"  
(68 S.D. 40)

**SOLANO COMMUNITY  
COLLEGE DISTRICT  
APN 133-190-520  
PARCEL B  
DOC. 201400052224**

**NORTH VILLAGE PKWY**



N23°43'45"E 11.48'  
N57°28'46"E 15.04'  
N18°13'26"W 13.61'  
N6°13'37"E 44.58'  
N30°34'44"E 12.57'  
N45°05'15"W 20.00'

P.O.B.

R=546.00' Δ=19°39'05" L=187.27'  
R=546.00' Δ=10°38'36" L=101.43'

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (R) RADIAL BEARING
- o DIMENSION POINT
-  EASEMENT AREA: 1,114.6 SQ.FT.

**VACAVILLE CENTER INTERSECTION IMPROVEMENTS  
PUBLIC SIDEWALK EASEMENT**

1 OF 1

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**COOPERATIVE AGREEMENT NO. 20-PUENTE-CC-51**  
**between**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**on behalf of**  
**THE PUENTE PROJECT**  
**and**  
**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**  
**on behalf of**

**SOLANO COLLEGE**

**Fiscal Year 2020-21**

This Agreement ("**Agreement**"), effective as of **July 1, 2020** ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Center for Educational Partnerships' ("**CEP**") Puente Project ("**Puente**") and the **Solano County Community College District** on behalf of **Solano College** ("**Recipient**"). "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

WHEREAS, University and CEP administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements ("**Program**"); and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and University have entered into an agreement which calls for increased transfers to the University of California system and expansion of Puente;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

**1. TERM.**

This Agreement shall commence on the Effective Date and terminates on **June 30, 2021** ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement. University is under no obligation to extend this Agreement.

**2. STATEMENT OF WORK.**

A. University and Recipient shall each fulfill its responsibilities as described in Exhibit A, attached hereto, to provide a program for educationally disadvantaged students at **Solano College**.

**3. AWARD AMOUNT AND FINANCIAL ACCOUNTING.**

A. University will provide mentor support funds of **\$2,500** for fiscal year 2020-21.

If sufficient funds are not appropriated by the State of California for this Program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

1. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
  2. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, shall be remitted to the Puente Statewide Office by September 30 for each fiscal year.
  3. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
  4. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
  5. University and Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
  6. Financial reports and line item budgets may be periodically requested by the Puente Co-Executive Director for programmatic reasons.
- B. Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Exhibit B. Recipient will comply with all terms set forth in this Agreement.

#### 4. TERMINATION.

- A. Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice to the other Party. Unexpended advance payment balances must be returned to University within sixty (60) days of termination.
- B. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), 12 (**Copyright**), and 13 (**Use of Puente Name**).

#### 5. INFORMATION HANDLING AND PUBLICATION.

- A. Recipient agrees to comply with all applicable laws, including but not limited to applicable

provisions of the Federal Family Educational Rights and Privacy Act (“FERPA”), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the University, Puente or the Puente Statewide Office except as expressly provided for in the Programmatic Reporting Requirements, detailed in Exhibit A, Programmatic Reporting Requirements, or any other provision of this Agreement.

- B. Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of the University and the Puente Statewide Office. Two copies of all such publications must be electronically furnished to the Puente Co-Executive Directors following publication. Such publications may include sections of larger reports that describe Recipient activities.

## **6. AFFIRMATIVE ACTION/NON-DISCRIMINATION**

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

## **7. DISCLAIMER OF WARRANTY.**

THE UNIVERSITY AND CEP MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE RECIPIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE RECIPIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

**8. LIMITATION OF LIABILITY.**

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

**9. INDEMNIFICATION**

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

**10. INSURANCE**

A. Recipient shall keep in full force and effect during the term of this Agreement, at Recipient's sole expense, insurance ("Insurance") as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$3,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.
- iv. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the University and the Recipient against other insurable

- risks relating to performance of this Agreement.
- iv. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
  - v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of Recipient or Recipient's officers, employees and agents.
  - v. Within thirty (30) days of the execution of this Agreement, Recipient shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
  - vi. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.
  - vii. The Insurance coverages required shall not in any way limit the liability of the Recipient.

## **11. UNIVERSITY TRADEMARKS.**

The Recipient shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("University Marks"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the Organization, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at [bcbp@berkeley.edu](mailto:bcbp@berkeley.edu). At all times, the Partner agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The Recipient shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the Recipient hereby expressly waives any right which it may have in University Marks. The Recipient recognizes the University's exclusive ownership of University Marks.

## **12. COPYRIGHT.**

To the extent any of the Program materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to Recipient the right to use such materials but only as incorporated in the Puente Program curriculum as delivered under

this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to the Recipient a royalty-free, nonexclusive license to use all materials delivered to Recipient under this Agreement solely as necessary to perform this Agreement. The Recipient may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by Recipient, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

### **13. USE OF PUENTE NAME.**

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Co-Executive Directors. The Recipient must advise the Co-Executive Directors or their designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as possible.

Any public announcements using a press release must receive prior authorization from the Puente Co-Executive Directors or their designee. Any publication produced by the Recipient, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

“The Puente Project is a national award-winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and community leadership opportunities.”

“The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and opportunities for community leadership. Puente is open to all students.”

If a more in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente Statewide Office.

### **14. RELATIONSHIP OF THE PARTIES.**

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

**15. GOVERNING LAW.**

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

**16. COMPLIANCE WITH LAW.**

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

**17. FORCE MAJEURE.**

If any Party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance shall be excused for the duration of such force majeure event. In the event of force majeure, University shall not be responsible for any expenses incurred by Recipient.

**18. WAIVER**

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

**19. ASSIGNMENT**

Partner may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

**20. SEVERABILITY**

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

**21. INTEGRATION**

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

**22. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**23. AMENDMENT**

This Agreement may be amended or modified only by mutual written agreement of the parties.

**24. ATTORNEY FEES**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

**25. REPRESENTATIONS**

University and Partner each represents that it has full authority to enter into and perform its obligations under this Agreement.

**26. NOTICES.**

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

**University/Puente Contacts:**

Program Matters

Julia Vergara: Co-Executive Director, Puente Project, (510) 846-6274, julia.vergara@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan: Financial Analyst, Center for Educational Partnerships, (510) 664-9953, thepuenteproject@berkeley.edu

**Recipient Contacts:**

Program Matters

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Fiscal and Contractual Matters

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

**[signature page to follow]**

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Effective Date.

**SOLANO COUNTY COMMUNITY  
COLLEGE DISTRICT**

**THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA**

\_\_\_\_\_  
Signature  
Name:

\_\_\_\_\_  
Signature  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### I. RESPONSIBILITIES OF THE RECIPIENT

#### A. TRAINING AND FIELD TRIP DAYS

1. Recipient shall offer a two-semester sequence of courses consisting of transfer English courses in the 2020-21 fall and spring semesters for designated Puente students who qualify using the English class assessment process for the Community College(s) and as outlined in the Puente Community College Program Implementation Guidelines. Recipient shall also offer co-requisite course(s) at its discretion.
2. Recipient shall provide services including teaching, counseling, and mentoring components to first-year Puente students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
3. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente are required to participate in the Puente Summer Institute (PSI), a week-long residential, foundational training held in the summer.
4. Recipient agrees to schedule each semester a Puente-linked Personal Development/Guidance (PD) course taught by the Puente counselor.

#### B. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected each year from the Puente Counselor or Puente English Instructor, and submitted to the Puente Statewide Office as designated below:

##### FALL TERM:

<i>Item</i>	<i>Due Date</i>
Student Online Registration	October 2020
Official Grade Sheet	End of term

#### C. STAFFING

Recipient shall select and hire the following staff:

1. A **full-time Writing Instructor** assigned 10% to the Puente program and whose schedule enables him or her to serve as a full team participant. The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-ordination. Puente program coordinators should not coordinate or manage another major program assignment.

2. A **full-time Counselor** assigned 20% to the Puente program. Puente program coordinators should not coordinate or manage another major program assignment.
3. **Clerical assistance** for Puente of at least 10 hours a week.

***In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.***

Faculty will be selected according to criteria in the Puente Community College guidelines. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Community College Director or their designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$3,400 per person.

Recipient shall consult with the Puente Community College Director or their designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working with the Puente Project.

#### **D. OFFICE AND ADMINISTRATIVE SUPPORT**

Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources at least \$7,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, food, office supplies, books and curriculum materials.
2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2020.
3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2020.
4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2020.

## **EXHIBIT B**

### **I. RESPONSIBILITIES OF PUENTE**

#### **A. TRAINING**

Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (week-long, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Latinx experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente statewide office staff through site visitations, telephone and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

#### **B. ASSESSMENT**

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.