

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2021-2022

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Kelvin Cheah	Virtual Orientation Planning	Guided Pathways	06/20/22 – 06/30-22	\$58.58/hr.
Carlos Esteve	Virtual Orientation Planning	Guided Pathways	06/20/22 – 06/30-22	\$69.05/hr.
Yina Hudnall	Clerical Specialist - Library	General Fund	06/13/22 - 06/30/22 (revised)	\$15.88/hr.
Angel Iqueda	Virtual Orientation Planning	Guided Pathways	06/20/22 – 06/30-22	\$62.63/hr.
Rebecca LaCount	AON Counseling	Perkins	01/01/22 – 06/30/22	\$69.05/hr.
Laura Maghoney	Virtual Orientation Planning	Guided Pathways	06/20/22 – 06/30-22	\$69.05/hr.
Kevin Marks	Assistant Coach – Women’s Soccer	General Fund	06/13/22 – 06/20/22	\$69.05/hr.
Nazia Mostafa	Virtual Orientation Planning	Guided Pathways	06/20/22 – 06/30-22	\$71.72/hr.

Salvatore Abbate
Human Resources

July 8, 2022

Date Submitted

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

July 20, 2022

Date Approved

EMPLOYMENT 2022-2023

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Omar Tolentino	Custodian	07/21/2022

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Elizabeth R. Bates	Adjunct Instructor (not to exceed 67%) – Nursing	08/11/22 – 12-16-22
Hajera Ghorri	Adjunct Instructor (not to exceed 67%) – English	08/11/22 – 12-16-22
Jason Jackl	Adjunct Instructor (not to exceed 67%) – English	08/11/22 – 12-16-22
Glory Nwaoho	Adjunct Instructor (not to exceed 67%) – Nursing	08/11/22 – 12-16-22
Pernille Stetler Kelm	Adjunct Instructor (not to exceed 67%) – Athletics	08/11/22 – 12-16-22
Christopher Summers	Adjunct Instructor (not to exceed 67%) – English	08/11/22 – 12-16-22
Jeremy Throne	Adjunct Instructor (not to exceed 67%) – English	08/11/22 – 12-16-22
Nicholas Talbott	Adjunct Instructor (not to exceed 67%) – English	08/11/22 – 12-16-22
Brian Zachary Shapiro	Adjunct Instructor (not to exceed 67%) – Photography	08/11/22 – 12-16-22
Jeanne Velado	Adjunct Instructor (not to exceed 67%) – English	08/11/22 – 12-16-22

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Kevin Anderson	From Tenured Faculty to Interim Dean, Applied Technology & Business Education	07/01/2022
Maeghan Aten	From Interim Admissions and Records Supervisor to Admissions and Records Supervisor	07/01/2022
Sabrina Drake	From Interim Director, Early Learning Center to Director, Early Learning Center	07/01/2022
Justin Howell	From Interim Director, Technology Services and Support to Director, Technology Services and Support	08/01/2022
Lucky Lofton	From Executive Bonds Manager to Vice President, Facilities and Executive Bonds Manager	07/01/2022

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Julene Calvo	Administrative Assistant III	08/01/22 – 12/31/22

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 July 20, 2022
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Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Eileen Amick	From Administrative Assistant II-Institutional Advancement to Administrative Assistant III-Institutional Advancement	04/01/2022

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Dorene Adams	Skills Lab Instruction	General Fund	08/01/22 – 05/31/23	\$69.06/hr.
Sheila Agno	Skills Lab Instruction	General Fund	08/01/22 – 05/31/23	\$69.06/hr.
Greg Begin	Special Projects - FKCE Workshop Presenter - Early Learning Center	Foster Kinship Care Education Program - State Share	07/01/22 - 06/30/23	\$40.00/hr.
Erickson Velasco Bernal	Custodian	General Fund	07/21/22 - 06/30/23	\$15.00/hr.
Kelvin Cheah	Virtual Orientation Planning	Guided Pathways	07/01/22 – 08/10/22	\$58.58/hr.
Shaunice Cole	Summer COSMO Coordination	Perkins	07/01/22 08/12/22	\$69.05/hr.
Karen Cook	Makerspace On-Board Training	Perkins	07/13/22 – 08/12/22	\$69.05/hr.
Jose Cortes	Teacher Apprentice Program Coordinator	SEA	08/08/22 – 05/30/23	\$1,260.00 per mo.
Carol Cultra	Clerical Specialist - Library	General Fund	07/01/22 - 06/30/23	\$15.88/hr.
Sherry Currie Proctor	Special Projects - FKCE Workshop Presenter - Early Learning Center	Foster Kinship Care Education Program	07/01/22 - 06/30/23	\$40.00/hr.
Luz Daniels	Non-Sworn Public Safety Officer	General Fund	07/01/22 - 06/30/23	\$25.00/hr.
Taylor Demyan	Early Learning Center Specialist - Substitute	General Child Care/CCTR 50% Child Start/Head Start 50%	07/01/22 - 06/30/23	\$18.90/hr.
Kerry Dill	Athletic Trainer - Sports Medicine	General Fund	07/21/22 - 05/31/23	\$18.50/hr.
Sisleide Do Amor	Assistant Coach - Soccer	General Fund	07/21/22 - 05/31/23	\$21.00/hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
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Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Carlos Esteve	Virtual Orientation Planning	Guided Pathways	07/01/22 – 08/10/22	\$69.05//hr
Jessica Fleshman	Program Administration – EMT	General Fund	08/01/22 – 08/31/22	\$1091.20 (stipend)
Deborah Garcia	Special Projects - High School Articulation Liaison	Perkins	08/01/22 - 06/30/23	\$45.00/hr.
Rowena Gonzales	Clerical Specialist - Library	General Fund	07/01/22 - 06/30/23	\$15.88/hr.
Elisa Gutierrez	Early Learning Center - Assistant	General Child Care/CCTR 50% CA Preschool/ CSPP 50%	07/01/22 - 06/30/23	\$18.10/hr.
Fred Gray	Non-Sworn Public Safety Officer	General Fund	09/01/22 - 06/30/23	\$25.00/hr.
Douglas Green	Makerspace Onboard Training	Perkins V	07/13/22 - 08/12/22	\$69.05/hr.
Jennifer Grimes	Special Project - LD Testing - Counseling DSP	SEA Fund	07/01/22 - 06/30/23	\$75.00/hr.
Elijah Harris	Custodian	General Fund	07/07/22 - 06/30/23	\$15.00/hr.
Yina Hudnall	Clerical Specialist - Library	General Fund	07/01/22 - 06/30/23	\$15.88/hr.
Angel Iqueda	Virtual Orientation Planning	Guided Pathways	07/01/22 – 08/10/22	\$62.63/hr.
Angel Iqueda	Program Administration - EMT	General Fund	08/01/22 – 08/31/22	\$62.63/hr.
Makayla Johnson	Assistant Coach - Volleyball	General Fund	07/21/22 - 05/31/23	\$21.00/hr.
Andreas Kaiser	Makerspace On-Board Training	Perkins	07/21/22 - 08/12/22	\$58.59/hr.
Bernadette Kawazoe	Administrative Assistant III - Research & Planning	General Fund	07/21/22 - 06/30/23	\$18.10/hr.
Pernille Kelm	Athletics - Assistant Coach - Soccer	General Fund	07/25/22 - 08/03/22	\$21.00/hr.
Jeff Kissinger	Welding High School Bootcamp	Strong Workforce	07/11/22 – 07/30/22	\$69.05/h

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SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 July 20, 2022
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Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Rebecca LaCount	Summer AON Counseling	Perkins	07/01/22 – 08/12/22	\$69.05//hr .
Laura Maghoney	Virtual Orientation Planning	Guided Pathways	07/01/22 – 08/10/22	\$69.05//hr .
Kevin Marks	Assistant Coach – Women’s Soccer	General Fund	07/01/22 - 05/31/23	\$69.05/hr.
Sophia Mempin	Early Learning Center Specialist - Substitute	CA State Preschool/CSPP	07/01/22 - 06/30/23	\$18.90/hr.
Iyeisha Miller	Special Projects - FKCE Workshop Presenter - Early Learning Center	Foster Kinship Care Education Program - Federal Share	07/01/22 - 06/30/23	\$40.00/hr.
Nazia Mostafa	Virtual Orientation Planning	Guided Pathways	07/01/22 – 08/10/22	\$71.72//hr .
Dorothea Nicholson	Special Projects - FKCE Coordinator & Workshop Presenter - Early Learning Center	Foster Kinship Care Education Program - State Share	07/01/22 - 06/30/23	\$65.00/hr.
Kristin Olson	Special Project – Interim Head Athletic Trainer & COVID Administrative duties	General Fund	07/01/22 - 08/31/22	\$30.00/hr.
Deloris Paschal	Outreach Specialist – Academic Support Services - Imani Sisterhood	SEA Fund	08/01/22 - 06/30/23	\$18.90/hr.
Lorena Perez	Police Services Technician	General Fund	07/01/22 - 06/30/23	\$18.10/hr.
Krystal Pham	Clerical Specialist - Library	General Fund	07/01/22 - 06/30/23	\$15.88/hr.
Mia Pimental	Assistant Coach - Volleyball	General Fund	07/21/22 - 05/31/23	\$21.00/hr.
Cynthia Ramirez	Athletic Trainer - Sports Medicine	General Fund	07/21/22 - 05/31/23	\$18.50/hr.
Abby Reckard	Early Learning Center Specialist - Substitute	CA State Preschool/CSPP	07/01/22 - 06/30/23	\$18.90/hr.
Diego Reyes	Assistant Coach - Men’s Basketball	General Fund	07/21/22 - 05/31/23	\$21.00/hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 July 20, 2022
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Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Elizabeth Roark	Assistant Coach - Women's Basketball	General Fund	07/21/22 - 05/31/23	\$21.00/hr.
Marisa Rubio	Early Learning Center Specialist - Substitute	CA State Preschool/CSPP	07/01/22 - 06/30/23	\$18.90/hr.
Ellena Simental	Lifeguard	General Fund	07/21/22 - 06/30/23	\$16.00/hr.
Lavonne Slaton	AON Summer Coordination	Perkins	07/01/22 – 07/30/22	\$71.72/hr.
LaVonne Slaton	CIS Cyber Bootcamp	Strong Workforce	07/11/22 - 07/15/22	\$71.72/hr.
Dirk Smith	CIS Cyber Bootcamp	Strong Workforce	07/11/22 - 07/15/22	\$69.05/hr.
Tasha Smith	Imani Coordinator	SEA	08/08/22 – 05/31/23	\$2,122.62 per mo.
Robert Soileau	Makerspace On-Board Training	Perkins	07/21/22 - 08/12/22	\$58.60/hr.
Ann Talamantes-Ristow	Assistant Coach - Women's Basketball	General Fund	07/21/22 - 05/31/23	\$21.00/hr.
Skyler Takeda	Assistant Coach - Volleyball	General Fund	07/21/22 - 05/31/23	\$21.00/hr.
Maria Veliz Leon	Early Learning Center Specialist - Substitute	General Child Care/CCTR 50% Child Start/Head Start 50%	07/01/22 - 06/30/23	\$18.90/hr.
Tiffany Wanberg	Special Projects - FKCE Workshop Presenter - Early Learning Center	Foster Kinship Care Education Program - Federal Share	07/01/22 - 06/30/23	\$55.00/hr.
Bryant Williams	Sworn Public Safety Sergeant	General Fund	07/01/22 - 06/30/23	\$40.00/hr.

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Galeta Argo	Biology Tutor	07/01/22 – 12/31/22
Caila Fernando	Coaching Assistant – Women's Basketball	07/21/22 – 05/31/23
Ja'na Jenkins	Coaching Assistant – Women's Basketball	07/21/22 – 05/31/23
Demetrius Nelson	Coaching Assistant – Women's Basketball	07/21/22 – 05/31/23

RENEWAL OF FACULTY CONTRACTS

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

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Wanda Butters	School of Health Sciences	08/12/2021

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

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Kristina Ferrebee	School of Mathematics & Science	08/08/2019
Rachel Purdie	School of Social & Behavioral Sciences	08/08/2019

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

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Debbie Dorrough	School of Health Sciences	01/12/2018

AGENDA ITEM 11.(c)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY:

06/01/2022	Vendor Payments	11114146-11114147	\$ 81,959.31
06/01/2022	Vendor Payments	11114148-11114149	\$ 527,681.36
06/01/2022	Vendor Payments	11114150	\$ 29,524.21
06/01/2022	Vendor Payments	11114151-11114203	\$ 339,313.82
06/01/2022	Vendor Payments	11114201 Voided	\$ (3,400.00)
06/08/2022	Vendor Payments	11114204	\$ 8,062.50
06/07/2022	Vendor Payments	11114205-11114206	\$ 7,725.00
06/07/2022	Vendor Payments	11114207-11114218	\$ 78,321.80

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STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$4,258,095.39

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

06/07/2022	Vendor Payments	11114219-11114265	\$ 114,493.33
06/15/2022	Vendor Payments	11114266-11114267	\$ 5,287.05
06/15/2022	Vendor Payments	11114268-11114269	\$ 114,651.21
06/15/2022	Vendor Payments	11114270-11114273	\$ 5,390.90
06/15/2022	Vendor Payments	11114274-11114379	\$ 604,120.23
06/21/2022	Vendor Payments	11114380-11114382	\$ 477,224.00
06/21/2022	Vendor Payments	11114383-11114384	\$ 70,527.80
06/21/2022	Vendor Payments	11114385-11114388	\$ 14,728.00
06/21/2022	Vendor Payments	11114389-11114453	\$ 759,481.91
06/27/2022	Vendor Payments	11114354-11114469	\$ 529,940.05
06/27/2022	Vendor Payments	11114470	\$ 4,450.00
06/27/2022	Vendor Payments	11114471-11114475	\$ 15,809.57
06/27/2022	Vendor Payments	11114476-11114590	\$ 323,294.12
06/30/2022	Vendor Payments	11114591-11114611	\$ 149,058.62
		Total Vendor Payments	<u>\$4,257,644.79</u>
06/16/2022	RF Vendor Payments	13003764-13003765	\$ 450.60
		Total RF Vendor Payments	<u>\$ 450.60</u>
		Total June Payments	<u>\$4,258,095.39</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, Ph.D., Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Carol Zadnik	Contractor will provide Canvas related tasks, such as building course shells and assisting with audit needs. Estimated 50 hours of service	July 21, 2022- December 31, 2022	Not to exceed \$1394.50
Irene Amuyunzu	Speaker is a former SCC student who will discuss her experience as an international student and graphic design student who transferred to UC Davis. Presentation will be delivered on either Instagram Live or Zoom; students will join the event to ask questions and learn about her experience.	June 1, 2022 – July 30, 2022	Not to exceed \$200.00

Susan Wheet Vice President, Finance & Administration	Celia Esposito-Noy, Ed.D. Superintendent-President
<u>July 8, 2022</u> Date Submitted	<u>July 20, 2022</u> Date Approved

AGENDA ITEM 11.(d)
MEETING DATE July 20, 2022

**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, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
William Barker	Contractor will provide Website management support including monitoring CCCAA compliance with mandated statistics on the Solano Athletics Website. To maintain integrity of official Solano Athletics Presto website; write and post game recaps & stories. Upload, organize and fill in media and other pertinent information on the website. Purpose is to hold historical & current game, athletic data, and updates (COVID) for community to view and to showcase SCC events and 10 intercollegiate athletic programs.	August 1, 2022– May 31, 2023	Not to exceed \$5,000.00
Cheryl Martucci	Cyber Camp instructor. Replacement instructor because initial instructor unable to teach (per BACCC)	July 18, 2022– July 22, 2022	Not to exceed \$2,500.00

AGENDA ITEM 11.(d)
MEETING DATE July 20, 2022

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

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

PERSONAL SERVICES AGREEMENTS

Student Services
Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ian Wallace	Contractor will provide Mental Health First Aid Training (up to six sessions); for faculty/staff. This is correction in number of sessions (from two to six) from the PSA approved on 6/15/22. The not to exceed amount will remain the same \$6,000.	July 1, 2022 - June 30, 2023	Not to exceed \$6,000.00
Sabrina Sencil	Consultant will provide services to include: a focused review of disaggregated data in order to work towards our diversity, equity and inclusion goals; review of program review and evaluation activities; and, support research and planning department's professional development needs.	July 1, 2022- August 31, 2022	Not to exceed \$1,000.00

AGENDA ITEM 11.(d)
MEETING DATE July 20, 2022

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

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

PERSONAL SERVICES AGREEMENTS

Student Services
Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Daisy Segovia	Train Research Office Staff in the software and processes needed to complete major compliance reports (MIS, IPEDS, 320) as well as custom reports as needed to meet district needs. Assist with the development of streamlined processes for custom data queries and improved self-service data tools for the Research & Planning web page. This PSA is a correction of the account code for the new year. The PSA was previously approved on 6/15/22. The not to exceed amount will remain the same \$25,000.	July 1, 2022 - June 30, 2023	Not to exceed \$25,000.00
Denise Nolden	Contractor will work with SCC to review and update the 5000 Board Policies and Procedures series.	July 1, 2022- June 30, 2023	Not to exceed \$5,000.00

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

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

CONTRACT SERVICES AGREEMENTS RENEWALS

Finance and Administration
Susan Wheet, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Ellucian L.P.	Renewal of Ellucian L.P. Agreement for Maintenance of Banner modules, ePrint Site License, Oracle Data Integrator Enterprise Edition and Lumins Basic. Term 7/1/2022- 6/30/2023 Yearly fee of \$270,159.00 as per original agreement.	July 1, 2022- June 30, 2023	Not to exceed \$270,159.00

Susan Wheet	Celia Esposito-Noy, Ed.D.
Vice President, Finance & Administration	Superintendent-President
July 8, 2022	July 20, 2022
Date Submitted	Date Approved

AGENDA ITEM 11.(e)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION

REQUESTED ACTION: APPROVAL

CONTRACT SERVICES AGREEMENTS RENEWALS

**Finance and Administration
Susan Wheet, Vice President**

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
eLumen Software	Renewal of eLumen Software Client Services Agreement dated June 6, 2019 Initial term of agreement 3 years 7/1/2019 to 6/30/2022. After initial term, this Agreement will automatically extend for successive (1) year terms for (4) successive renewals (each a renewal term) for a maximum of (5) years unless notified in writing. At the end of the initial term or any renewal term eLumen may increase the fees on the fee schedule for the subsequent term. Annual fee increases for Software shall not exceed 3% in any given year as noted in the initial agreement. Fees of \$48,000 per year as per agreement subject to increase if applicable.	July 1, 2022- June 30, 2023	Not to exceed \$48,000.00

AGENDA ITEM 11.(e)
MEETING DATE July 20, 2022

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

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

CONTRACT SERVICES AGREEMENTS RENEWALS

**Finance and Administration
Susan Wheat, Vice President**

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Ellucian L.P.	Renewal of Ellucian L.P. Agreement for Maintenance Linux Std Pkg of 2 Masters 1 Banner Agent & GAP and UC\$ Corp Agent pricing per Linux Server. Term 7/1/2022- 6/30/2023 Yearly fee of \$37,790.00 as per original agreement.	July 1, 2022 - June 30, 2023	Not to exceed \$37,790.00
Envisions LLC,	Renewal of Envisions LLC Agreement for Argos Enterprise, FormFusion Software, IntelCheck AP Software, and IntelCheck Payroll Software Subscription Renewals Term 7/1/2022- 6/30/2023 Yearly fee of \$47,586.00 as per original agreement.	July 1, 2022 - June 30, 2023	Not to exceed \$47,586.00

AGENDA ITEM 11.(e)
MEETING DATE July 20, 2022

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

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

CONTRACT SERVICES AGREEMENTS RENEWALS

Finance and Administration
Susan Wheat, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Oracle America, Inc.	Renewal of Oracle America, Inc. Agreement for Oracle Program Technical Support Services. Service Level: Software Update License & Support. Term 7/1/2022-6/30/2023. Yearly fee of \$90,660.98 as per renewal agreement Support Service # 2374261.	July 1, 2022 - June 30, 2023	Not to exceed \$90,660.98

AGENDA ITEM 13.(a)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 22/23-02 FINDINGS OF THE BOARD OF
TRUSTEES OF THE SOLANO COMMUNITY COLLEGE
DISTRICT OF CONTINUED EMERGENCY**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The state of emergency continues to directly impact the ability of the members to meet safely in person. Approval of Resolution No. 22/23-02 is requested.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 12, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RESOLUTION NO. 22/23-02
FINDINGS OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
OF CONTINUED EMERGENCY

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

- (1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

APPROVED, PASSED AND ADOPTED by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **20th day of July, 2022** by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

Sarah Chapman, Ph.D., President of the
Governing Board of the Solano Community
College District

AGENDA ITEM 13.(b)
MEETING DATE July 20, 2022

**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>
Alison Aubert	Interim COVID Director 28 years, 11 months of service with SCC	12/31/2022

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: 24205

Board Policy: 4400

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

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

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO TEMPORARY LOCAL 39/OPERATING
ENGINEERS SALARY SCHEDULE**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The Temporary Local 39/Operating Engineers Salary Schedule is being presented to the Governing Board for approval.

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: 87801, 87802, 88162, 88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2022 - 2023
LOCAL 39/OPERATING ENGINEERS
SHORT-TERM PROJECT/TEMPORARY/SUBSTITUTE
Effective 07/21/2022

POSITION	RATE OF PAY
Custodian	\$15.68
Courier	\$15.68
General Maintenance Worker	\$15.68
Grounds Maintenance Technician	\$15.68
Kinesiology/Athletic Assistant	\$15.68
Theater Technician	\$15.68
Lead Custodian	\$16.20
Warehouse Operator	\$16.20
Theater Production Technician	\$17.74
Athletic Trainer	\$19.33
Anatomy/Physiology Lab Tech	\$20.17
Automotive Lab Technician	\$20.17
Biology Lab Technician	\$20.17
Biotechnology Lab Technician	\$20.17
Chemistry Lab Technician	\$20.17
Physical Science /Engineering Lab Technician	\$20.17
Science Lab Technician	\$20.17
Welding Lab Technician	\$20.17
Carpenter	\$22.05
Electrician	\$22.05
Maintenance Engineer	\$22.05
Lead Carpenter	\$23.03
Lead Engineer	\$23.03
Vehicle & Equip. Mechanic	\$23.03
Telecommunications Network Technician	\$26.41
Telecommunications Network Engineer	\$27.63

Board Approved: 07/20/2022

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

TO: Members of the Governing Board

SUBJECT: CHANGE TO TEMPORARY CSEA SALARY SCHEDULE

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The Temporary CSEA Salary Schedule is being presented to the Governing Board for approval.

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: 87801.87802.88162.88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2022-2023
CSEA SHORT-TERM PROJECT/SUBSTITUTE SALARY SCHEDULE
Effective 07/21/2022

TITLE	RATE OF PAY		TITLE	RATE OF PAY
Cook	\$15.68		ELC Programs Specialist	\$19.75
			Learning Resources Technician II	\$19.75
Instructional Lab Assistant I	\$15.89		Outreach Specialist	\$19.75
			Photography Lab Technician	\$19.75
Administrative Assistant I	\$16.59		Purchasing Technician	\$19.75
Clerical Specialist	\$16.59			
Cosmetology Lab Assistant	\$16.59		Accounting Technician	\$20.62
Instructional Assistant I	\$16.59		Admissions & Records Analyst	\$20.62
Occupational Ed Assistant	\$16.59		Career & Job Placement Coordinator	\$20.62
Student Services Assistant I	\$16.59		Curriculum Analyst	\$20.62
			Financial Aid Specialist	\$20.62
Administrative Assistant II	\$17.31		Payroll Specialist	\$20.62
Cashier	\$17.31		Research Analyst / Res. & Plan.	\$20.62
Instructional Lab Assistant II	\$17.31		Student Affairs Specialist	\$20.62
Learning Resources Technician I	\$17.31			
			Alternate Media Specialist	\$21.58
Account Clerk	\$18.11		EOPS/CARE Coordinator	\$21.58
Accounting Specialist I	\$18.11		Financial Aid Systems Analyst	\$21.58
Aeronautics Lab Technician	\$18.11		Payroll Generalist	\$21.58
Cosmetology Lab Technician	\$18.11		Transfer Center / Articulation Coordinator	\$21.58
			Veterans Affairs Coordinator	\$21.58
Administrative Assistant III	\$18.91			
Customer Support Technician	\$18.91		Enterprise Resource Analyst	\$22.51
Early Learning Center Assistant	\$18.91		Technology Specialist	\$22.51
Distance Education Technician	\$18.91			
DSP Specialist	\$18.91		ELC Program Assistant Director	\$23.47
Payroll Assistant	\$18.91			
Payroll Technician	\$18.91		Accountant	\$24.61
Police Services Technician	\$18.91			
Scheduling Specialist	\$18.91		Payroll Analyst (Lead)	\$25.77
Student Services Assistant II / DSP	\$18.91		Principal Research & Data Analyst	\$25.77
Student Services Assistant II / Fin Aid	\$18.91		Senior Information Reporter	\$25.77
Student Services Generalist	\$18.91		Webmaster	\$25.77
TV/Cinematography Lab Technician	\$18.91			
			Information Analyst	\$26.98
Accounting Specialist II	\$19.75		Technology Specialist (Lead)	\$26.98
Administrative Assistant IV	\$19.75			
Art Lab Technician	\$19.75		Info Analyst/Database Administrator (Lead)	\$32.30
Facilities Operations Assistant	\$19.75			

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO SHORT-TERM, SEASONAL, PERIODIC,
STUDENT WORKER AND TEMPORARY SALARY
SCHEDULE**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The Short-term, Seasonal, Periodic, Student Worker, and Temporary Salary Schedules are being presented to the Governing Board for approval.

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: 87801,87802,88162,88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 07/21/2022

Seasonal and Periodic

Assistant Athletic Coach	\$17.50/\$22.00 (Max of \$8,300.00 per seasonal sport)
Athletic Onsite Administrator	\$36.50
Driver	\$15.75
Fire Science Academy Classroom Assistant	\$15.75
Journey Level Assistant	\$26.00
Lifeguard	\$15.75/\$16.75
Maintenance/Facilities	\$15.75
Note taker	\$52.25 per semester
Office Assistant	\$15.75
Public Safety Officer	\$26.00
Registration Aide	\$15.75/\$16.75
Special Projects	\$26.00 – \$78.50
Sworn Public Safety Sergeant	\$41.75
Teaching Apprentice	\$22.00
Telemarketing	\$15.75
Theatre staff:	
Box Office Clerk	\$15.75
Box Office/House Manager	\$15.75
Production Assistant	\$15.75
Theatre Assistant	\$15.75
Theatre Event Technician	\$17.25
Senior Stage Technician	\$19.25
Tutor	\$16.75/\$17.25

Student Workers

<u>All Student Workers</u>	\$15.75
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The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:

Early Learning Center Staff:

Aides	\$15.75
Intern 1	\$16.25
Intern 2	\$16.75
Lab Assistant 1	\$17.25
Lab Assistant 2	\$18.25

Disabled Services Program:

Adapted PE Assistant	\$15.75
Mobility Assistant	\$15.75

Tutor	\$16.75/\$17.25
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

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

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The Temporary Interpreter Salary Schedule is being presented to the Governing Board for approval.

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: 87801, 87802, 88162, 88163 Board Policy: 4150

Estimated Fiscal Impact: unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Temporary Interpreter Salary Schedule
Effective 07/21/2022

<u>Title</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Beginning Interpreter	\$15.75	\$16.75	-----
Intermediate Interpreter	\$17.75	\$18.75	\$19.75
Advanced Interpreter	\$22.00	\$24.00	\$26.25
Intern	\$27.25	-----	-----

Temporary Interpreter Salary Schedule Requirements

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

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

TO: Members of the Governing Board

**SUBJECT: DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 211, ANNUAL RE-OPENERS
COLLECTIVE BARAGAINING AGREEMENT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Tentative agreement has been reached between the District and California School Employees Association CSEA, Chapter 211 on the contractually required annual re-openers. The following summary of major provisions is included in this agenda item.

It is recommended that the Board of Trustees accept the disclosure information and approve the contractually required annual re-openers agreement with the CSEA.

STUDENT SUCCESS IMPACT:

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

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$420,000 annually

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CSEA Annual Re-openers Negotiations Agreement Summary

- 6% ongoing salary increase
- Members on the payroll as of July 1, 2022, will receive a one-time-only payment for the unit's proportionate share of the bucket for any year-end savings from the 21-22 fiscal year. This payment will be distributed no later than October 31, 2022.
- Retirement payment as describe in Article 9.14 will be removed from the contract effective July 1, 2023. To be eligible for the retirement payment, unit members must submit a letter of intent to retire with a retirement date no later than June 30, 2023. The letter must be submitted by January 31, 2023.
- Article 9.11 Sick Leave Pay-Off option to utilize this benefit an employee must retire from the district with 15 years of service. The cash settlement can be 50% of the employees accrued sick maximum of 50 hours.
- Article 19 Layoff will be adjusted to meet the legal requirement set forth in Ed Code section 88017.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT AND INTERNATIONAL UNION OF
OPERATING ENGINEERS, STATIONARY ENGINEERS,
LOCAL 39, ANNUAL RE-OPENERS COLLECTIVE
BARGAINING AGREEMENT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Tentative agreement has been reached between the District and the International Union of Operating Engineers, Stationary Engineers – Local 39 on the contractually required annual re-openers. The following summary of major provisions is included in this agenda item.

It is recommended that the Board of Trustees accept the disclosure information and approve the contractually required annual re-openers agreement with the Local 39.

STUDENT SUCCESS IMPACT:

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

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$184,000 annually

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Operating Engineers/ Local 39 Annual Re-openers Negotiations Agreement Summary

- 8% ongoing salary increase
- 1% one-time only payment based on any year end budget savings from fiscal year 21-22.
- Employee contribution to medical will increase from \$10 monthly to \$45 monthly.
- Two floating holidays will be removed from contract: 1 in Fiscal Year 2022/2023; 1 in Fiscal Year 2023/2024.
- Retirement payment as describe in Article 7.1.3 will be removed from the contract effective July 1, 2023. To be eligible for the retirement payment, unit members must submit a letter of intent to retire with a retirement date no later than June 30, 2023. The letter must be submitted by January 31, 2023.
- Local 39 members will no longer be able to earn a 15% increase in salary though completion of 69 semester units effective July 1, 2023.

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

TO: Members of the Governing Board

**SUBJECT: NEW CLASSIFIED MANAGER JOB DESCRIPTION:
DEAN OF FINANCIAL AID**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. It establishes a new classified manager position. This position is responsible for the leadership, management and administration of the Financial Aid Office which includes, but is not limited to budget oversight, preparation of federal, state and district reports, maintenance of federal fund budgetary controls and regulatory compliance, and the delivery of funds and services to students. This position will be placed on the Manager salary schedule at range 49.

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: \$105,085
Plus Benefits Yearly*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: DEAN OF FINANCIAL AID (Classified Manager)

Range: 49

POSITION OVERVIEW:

Under the supervision of the Chief Student Services Officer (CSSO), the Dean of Financial Aid is responsible for the leadership, management and administration of the Financial Aid Office which includes, but is not limited to budget oversight, preparation of federal, state and district reports, maintenance of federal fund budgetary controls and regulatory compliance, and the delivery of funds and services to students.

The Dean of Financial Aid is the designated official for the District in charge of all federal and state student financial aid programs and as such, certifies that the District is in compliance with all federal and state regulations and laws governing the administration of student financial assistance programs; compiles and submits required reports to the Department of Education and the state Chancellor's Office; administers the federal grant, loan, and work study programs; administers the state fee waiver and Cal Grant programs including the LAEP program; advises senior management regarding federal mandates, implementation updates and compliance factors; prepares and submits applications for financial aid funds.

SPECIFIC DUTIES AND RESPONSIBILITIES

- Manage a complex Enterprise Resource Planning (ERP) system (Ellucian Banner) which is used to coordinate the delivery of student financial aid and the maintenance of student financial aid records.
- Evaluate, assess, and implement new and/or revised technology, which includes testing software/business processes and troubleshooting/resolving issues.
- Maintain Financial Aid website, intranet/student portal information.
- Recommend, interpret, and administer and update financial aid policies ensuring compliance with pertinent federal, state, and local laws and contractual regulations; maintain liaison with federal, state, county, and other agencies to answer questions, resolve problems, provide data, interpret, and apply changes in rules and regulations concerning financial aid.
- Remain current with new innovations in Financial Aid higher education by regularly attending training meetings, workshops, conferences, and financial aid professional organization meetings such as California Community Colleges Student Financial Aid Administrators Association (CCCSFAAA), California Association of Student Financial Aid

Administrators (CASFAA), and Western Association of Student Financial Aid Directors (WASFAA).

- Read, comprehend, interpret, implement, and ensure compliance with federal and state regulations and statutes governing Financial Aid programs and services including the Federal Pell Grant, Federal Supplemental Education Opportunity Grant, Federal Work Study, Federal Direct Loan Programs, Cal Grants, CCPG Fee Waivers, Solano Promise Program, scholarships, and other related programs.
- Coordinate and oversee audits, compliance review and account reconciliation, and ensure institutional compliance with relevant regulations, codes, and statutes.
- Develop system for appropriate need analysis and determine individual student eligibility for various aid programs; verify documents and maintain student generated information used to determine eligibility for financial aid awards.
- Manage the student loan collection activities; in collaboration with the Fiscal Services Office, develop and direct a loan default prevention program.
- Ensure that staff and the dean delivers the highest level of student service possible. Handle student complaints and appeals with compassion and in a timely manner.
- Meet with students to resolve eligibility appeals, enrollment issues, dependency overrides, and payment of college fees and refunds; refer students to appropriate student services; meet with students to resolve problems, conflicts and complaints, and initiate corrective action.
- Independently perform high-level decision work involving professional judgment in the interpretation and application of policy and procedures.
- Plan and control the District's scholarship program to assure awarding of scholarships consistent with applicable requirements.
- Coordinate financial aid operations with other appropriate college units.
- Perform full management duties in accordance with applicable District policies, which include: selecting and training new employees as well as directing, training, supervising and evaluating staff.
- Conduct regular meetings with staff to inform of program policies, procedures, compliance training, deadlines, and updates on a weekly basis.
- Take disciplinary action, as needed and in a timely fashion, with underperforming staff.
- Develop and maintain written policies and procedures manual for Financial Aid staff and provide staff professional development on a regular basis.
- Establish key performance metrics and indicators that assess the timeliness and effectiveness of departmental outcomes and refine business processes to meet desired outcomes.
- Prepare a comprehensive plan and recommend departmental process improvements as needed to ensure operational efficiency and regulatory compliance.

- Prepare and analyze detailed financial statements and forecasting reports; make recommendations based on results.
- Participate in college outreach activities; direct and provide multilingual financial aid information and services (as possible) to current and prospective students.
- Prepare a variety of Financial Aid program related reports and correspondence including reports for the Governing Board; make public presentations to students, parents, faculty, staff, and community groups.
- Develop and provide strategic planning for Financial Aid programs and services.
- Design and implement a strong marketing, outreach, and recruitment effort to inform students and community about financial aid opportunities and resources, and collaborate in the overall college marketing, outreach and recruitment planning and activities.
- Perform related duties as required or assigned.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

- Federal and state Financial Aid programs, rules and regulations.
- Higher education mission, organization, operations, policies and objectives in community colleges.
- Evaluation methods.
- Budget preparation and control.
- Principles and practices of program administration, supervision and staff development.
- Effective interpersonal communication.
- Policies, regulations, and objectives of assigned programs and activities.
- Programs, functions, purposes and goals of the division/area.
- Effective practices and methods for program planning, developing, implementations, and valuation.
- Federal, State and local student financial aid and award programs, regulations and guidelines.
- Fundamental accounting and fiscal reporting procedures.
- Modern office practices, procedures and equipment.
- Data processing applications to financial aid needs analysis, accounting and record-keeping, ERP, Title IV, and federal electronic software.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Applicable sections of Federal Financial Aid State Education Code and other applicable laws.
- Technical aspects of Financial Aid.
- Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

- Work within complex, integrated ERP systems.
- Coordinate activities with Information Technology Services
- Design, develop, and propose modifications in order to meet student and Financial Aid needs.
- Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.
- Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.
- Maintain current knowledge of program rules, regulations, requirements and restrictions.
- Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.
- Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.
- Meet schedules and time lines; organize multiple projects effectively; and carry out required project details throughout the year.
- Evaluate and support staff recommendations for program improvements and/or new program efforts.
- Plan, coordinate, organize and direct Financial Aid, and related programs.
- Read, interpret, explain and apply provisions of federal, state and local rules, regulations and guidelines related to financial aid programs.
- Exercise sound, professional judgment in reviewing and screening applications for grants, work study, and loans to determine eligibility according to federal and State guidelines.
- Add, subtract, multiply and divide quickly and accurately.
- Establish and maintain cooperative and effective working relationships with other offices on and off campus.
- Work independently with little direction.
- Analyze situations accurately and adopt an effective course of action.
- Maintain records and prepare clear and concise complex reports.
- Work confidentially and with discretion.

EDUCATION AND EXPERIENCE

To be eligible for this position, you must meet and provide evidence of the following

Minimum Qualifications;

- Experience: Five years of increasingly responsible financial aid experience in a higher education setting, including a minimum of two years of management responsibility. Preference will be given to those with experience in the California Community College system and for those that have previous financial aid director level experience.

AND:

- Education: Bachelor's degree from a regionally accredited college or university is required, with preference given to degrees in business, accounting, management, and public administration. Masters degree is preferred.

AND:

- Demonstrated knowledge and experience with technology that includes high level proficiency with Banner, Colleague, PeopleSoft, or another ERP financial aid processing system.
- Demonstrated cultural competency, sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students, faculty and staff.

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

While performing the duties outlined in this classification, the employee in this classification is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person.

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

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

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

The work assigned to this classification is typically performed in an administrative office environment. While performing the duties of this classification, the employee regularly works at a computer for long periods of time and is regularly exposed to interruptions and the hazards of working with video display terminals.

Board approved:

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

TO: Members of the Governing Board

**SUBJECT: UPDATED CLASSIFIED, CSEA JOB DESCRIPTION:
ASSISTIVE TECHNOLOGY AND ALTERNATE MEDIA
COORDINATOR**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. It updates a classified, CSEA position. The position provides consultation to faculty and staff on assistive technology including but not limited to electronic media and web accessibility. The coordinator also assists accommodations services such as test proctoring, maintenance of technology used by the program to support students, and with marketing development and outreach for all DSP office services. This position will be placed at a range 18 on the CSEA salary schedule.

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: \$55,389.36 Plus
Benefits Yearly*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: Assistive Technology and Alternate Media Coordinator

BASIC FUNCTION:

Under the supervision of the Dean of Counseling and Special Services or their designee, the Assistive Technology and Alternate Media Coordinator oversees the procurement, maintenance, and implementation of assistive technology as well as the conversion of instructional and informational material to an alternative media format for students with disabilities. Additionally, the coordinator provides consultation to faculty and staff on assistive technology including but not limited to electronic media and web accessibility. The coordinator also assists accommodations services such as test proctoring, maintenance of technology used by the program to support students, and with marketing development and outreach for all DSP office services.

REPRESENTATIVE DUTIES:

Produce and procure alternative media for students. This will include, but not be limited to, the production of alternate print material such as e-text, large print, Braille, or audio recording in a timely manner.

Install and configure disability related access software, technology, and equipment in selected locations on campus, working cooperatively with IT. Place and tracks use of alternate media and assistive technology equipment, including closed circuit viewing units or other monitoring devices for DSP test proctoring.

Install, configure, and monitor disability related access software, technology, and equipment in DSP High Tech Lab. Monitor student access and usage in DSP High Tech Lab.

Assist with coordination of accommodations for DSP test proctoring, including providing adaptive materials, equipment or software at designated campus DSP testing sites. Collaborate with staff/faculty to identify DSP test proctoring schedule at designated campus DSP testing proctoring sites each semester/summer. Coordinate communication of DSP test proctoring availability and logistics with students and staff/faculty. Coordinate with supervisor to develop staff schedule for DSP test proctors. Assist with test proctoring, as needed. Demonstrate technology usage needed for DSP test proctoring to staff/faculty and students, as needed.

Support the office staff use of technology systems that support the DSP program through such functions as monitoring student request of accommodations letter, alternate media and assistive technology requests, DSP test proctoring, student appointment notes, and electronic storage of required student documents. Troubleshoot technology problems, assist with modifications and implementation of technology systems specific for the DSP programs.

Research equipment and vendors. Recommend alternate media and assistive technology supply and

equipment purchases. Maintain a diverse and organized system of resources for alternate media and assistive technology in order to provide the most appropriate service to student needs. Coordinate DSP related DECT or other grant application submission for alternate media and assistive technology services. Coordinate current and future availability of closed-captioned materials.

Conduct individual and group training and information sessions for students and faculty/staff to learn about alternate media and assistive technology resources. Provide assistance and training to students and faculty/staff on the operation of various assistive technologies and equipment.

Stay up-to-date on current access technology guidelines and laws. Research current and emerging technologies in alternate media and assistive technology in order to develop the implementation of appropriate technologies as part of the DSP office and college plan.

Develop and implement organizational system (with policies and procedures) for keeping track of the progress and availability of all alternate media produced and assistive technology provided for students, faculty, and staff, including both present and past material and resources.

Provide technical assistance to campus instructional, technology and public information committees on access and requirements for students with disabilities.

Communicate and interfaces with the college technology support team, instructional computer lab coordinators, faculty, staff, and students regarding disabled person's access to technology. Participate in development and implementation of technology plans for the district.

Create promotional and informational material in a variety of formats for both student and faculty audiences regarding alternative media, assistive technology, and other DSP services available to students.

Comply with DSP program reporting requirements.

Maintain and monitor inventory and student equipment loan programs. Keep records of student requests and use of alternate media and assistive technology.

Supervise student workers.

Secondary Functions:

Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Any combination of training, experience and/or education equivalent to an Associate in Science Degree in Computer Graphics, Computer Information Science, Computer Aided Design, Electronic Publishing, or related discipline with experience disability services and delivery of alternative media and assistive technology.

Knowledge, Skills, and Abilities:

Familiarity with and understanding of the Americans with Disabilities Act (ADA) and Section 508.

Knowledge of adaptive technology for persons with disabilities.

Knowledge of installation and configuration of software.

Ability to read, analyze, interpret, apply and explain financial and statistical reports, laws, rules, regulations, policies and procedures.

Ability to respond to common inquiries or concerns from students, other employees, regulatory agencies, or members of the community.

Ability to write information for reports or publication that conform to prescribed style and format.

Ability to effectively and persuasively present information to and respond to questions from students, employers, faculty, staff, and the general public.

Ability to apply principles of logical thinking to define problems, collect data, establish facts and draw valid conclusions; deal with several abstract variables.

Ability to interpret and apply State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Demonstrate competence in the operation of basic computer components such as monitor, keyboard, and drives; networked workstations; printers and other related hardware.

Work independently with minimal supervision.

Perform assigned work with speed and accuracy.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines for sustained periods of time, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at other campus locations. Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds. Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

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

The work assigned to this classification is typically performed in an instructional lab office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

RDC/CS/zg:4/25/07

Board approved: 6/6/07

Revised: 4/11/2022

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONFIDENTIAL/SUPERVISOR SALARY SCHEDULE

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The District proposes a new salary table for the Confidential/Supervisor employees beginning July 1, 2022. The salary table reflects a general salary increase of 5.82%. Additionally, employees on the payroll as of July 1, 2022, will receive a one-time-only payment for the unit's proportionate share of the bucket for any year-end savings from the 21-22 fiscal year. This payment will be distributed no later than October 31, 2022.

It is recommended that board approve the new Confidential/Supervisor salary schedule.

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: \$36,000
annually

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Confidential/Supervisors Meet and Confer Summary

- 5.82% ongoing salary increase
- Employees on the payroll as of July 1, 2022, will receive a one-time-only payment for the unit's proportionate share of the bucket for any year-end savings from the 21-22 fiscal year. This payment will be distributed no later than October 31, 2022.
- The employee contribution to medical will increase by \$10 a month to either \$45, \$50 or \$55 depending on the employee's coverage.
- The one floating holiday will be removed from board policy 4800 as of July 1, 2022.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MANAGERS SALARY SCHEDULE

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The District proposes a new salary table for the Management employees beginning July 1, 2022. The salary table reflects a general salary increase of 5.82%. Additionally, employees on the payroll as of July 1, 2022, will receive a one-time-only payment for the unit's proportionate share of the bucket for any year-end savings from the 21-22 fiscal year. This payment will be distributed no later than October 31, 2022.

It is recommended that board approve the new Managers salary schedule.

STUDENT SUCCESS IMPACT:

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

<i>Government Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: \$207,000 annually</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Managers Meet and Confer Summary

- 5.82% ongoing salary increase
- Employees on the payroll as of July 1, 2022, will receive a one-time-only payment for the unit's proportionate share of the bucket for any year-end savings from the 21-22 fiscal year. This payment will be distributed no later than October 31, 2022.
- The managers contribution to medical will be \$110 per month effective 7/1/2022, an increase of \$25 per month.
- Increase the Doctoral stipend

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH
CLIFTONLARSONALLEN, LLP FOR
CYBERSECURITY SERVICES**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY

The Board is being asked to approve an agreement with CliftonLarsonAllen LLP (CLA) for Cybersecurity Assessment and Consulting services. Services to be provided will include:

- External Penetration Test and Vulnerability Assessment
- Internal Penetration Test and Vulnerability Assessment
- Social Engineering-Remote- 2 Email phishing campaigns
- Information Security Risk Assessment

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>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$72,660.00</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

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

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet

Vice-President, Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH
CLIFTONLARSONALLEN LLP FOR
CYBERSECURITY SERVICES**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

CLA will maintain ongoing communication with the liaison assigned to work with them and will meet with SCC management leaders as requested, regarding the status of progress throughout the engagement. CLA will deliver a final report(s) that will summarize their findings, observations, and any recommendations that they have.

At the time of report delivery, CLA will schedule a meeting with management to review the report. SCC will have 5 business days to submit in writing all report changes.

Technology and Client Support Fee will be calculated at time of billing.

Reimbursable expenditures:

- Transportation
- Lodging
- Meals
- Shipping & Delivery of hardware related to execution of engagement to be billed at actual cost

The start date of this program is July 1, 2022.

The estimated amount of this agreement is \$72,660.



CliftonLarsonAllen LLP

2210 E. Route 66
Glendora, CA, 91740

phone 626-857-7300 **fax** 626-857-7302
CLAconnect.com

June 8, 2022

Susan Wheet
VP of Admin. Services
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

RE: Cybersecurity Assessment and Consulting Services

Dear Susan:

We are pleased to confirm and outline our understanding of the terms and objectives of our engagement and the nature and limitations of the cybersecurity assessment and consulting services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Solano Community College District ("SCCD," "you," "your," "client," or "the organization"). If this meets with your approval, this letter will serve as an agreement made by and between CLA and SCCD.

Objective and approach

CLA will conduct cybersecurity assessments for you as described in Addendum A. CLA will perform the engagement in accordance with the Statement of Standards for Consulting Services issued by the American Institute of Certified Public Accountants. This engagement is not an assurance audit as defined by professional standards and should not be construed as such.

Any assessment of your network will provide an analysis only as of the time the service was performed. We cannot guarantee protection against future penetration of your network caused by novel strategies or devices, or due to the failure of you or your employees, agents or vendors to maintain your network or to adopt reasonable security precautions.

We will be responsible for the means and methods of providing our services, and perform the engagement in a professional and workmanlike manner. We will not perform management functions or make management decisions on behalf of SCCD. However, we will provide advice and recommendations to assist SCCD in performing its functions and making decisions.

Additional services

If modifications or changes are required during the course of the project, that are beyond the initial scope of services, or if you request that we perform any additional services, we will provide you with separate agreement or addendum letter for your signature. This separate agreement will advise you of the additional fee and any extra time required for such items to facilitate a clear understanding of the project status.



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details

Solano Community College District

June 7, 2022

Page 2

Client information requirements and management responsibilities

The organization agrees it is solely responsible for the accuracy, completeness, and reliability of all of the organization's data and information that it provides CLA for our engagement. You agree to provide us with all necessary information regarding your information services network and your requirements for the project in sufficient time to allow us to adhere to the project schedule. For all non-attest services we may provide to you, including these consulting services, SCCD agrees to assume all management responsibilities, decisions and functions; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; and to evaluate the adequacy of, and accept responsibility for, the results of the services. We will expect you to adopt such reasonable network security measures, as we or other security consultants may recommend, to minimize potential breaches of your network security. You are also responsible for establishing and maintaining internal controls, including the monitoring of ongoing activities.

Deliverables

CLA will maintain ongoing communication with the liaison assigned to work closely with us and will meet with your management leaders, as requested, regarding the status of our progress throughout this engagement. We will deliver a final report(s) that will summarize our findings, observations, and any recommendations that we may have. If for any reason we are unable to complete the engagement, we will not issue a report as a result of the engagement.

Report Delivery Guidelines

A written preliminary observation meeting memo for will be delivered at the time of the field exit meeting for management's review and feedback. Verbal preliminary observations will be shared for all other services.

- Report delivery for each service will be within 20 business days of the preliminary observation meeting for the service. At the time of report delivery, CLA will schedule a meeting with management to review the report. The report delivered during this meeting is the final report unless the client requests changes.
- The client has 5 business days from the management review meeting to submit in writing all report changes.

CLA will review the report change request(s) and if we agree with the change(s), we will deliver the updated report within 5 business days of agreeing to the change(s).

Engagement Management and Timing

SCCD and CLA shall cooperate to determine and schedule an "Agreed-Upon Date" for services. This date will be communicated via email between the CLA Engagement Manager/Engagement Coordinator and Client.

Client may postpone services without penalty given written notice of at least 45 days in advance of the Agreed-Upon Date. Postponement within 45 days of the Agreed-Upon Date incurs a postponement fee equal to 50% of the fee for the postponed services.

CLA begins its activities approximately eight (8) weeks prior to the Agreed-Upon Date as follows:

- Eight (8) weeks before remote or onsite "fieldwork": Engagement management communication and coordination begin. Client will receive the Document Request List (DRL).
- Requested items from the DRL are due to CLA two (2) weeks prior to fieldwork. All requested documentation is due and must have been provided to CLA according to CLA's instructions. Client is responsible to validate that each requested document has been provided to CLA. CLA will have scheduled resources to review the documentation starting two weeks prior to fieldwork, as such

delayed document submissions will require additional time to review. **Client agrees to pay CLA an additional \$200 per hour for time necessary to review late documentation.**

- As necessary to support the engagement, CLA will request additional documentation and materials during the course of the engagement.

Personnel

Our firm has adopted a team approach to client service, which means that CLA will provide your organization with a team of people who have the relevant knowledge and experience to perform the work plan outlined in Addendum A.

Payment for Employment of Our Personnel

In the event that you employ one of our professional employees during the performance of the project or within one year after it has been completed, in order to compensate us for lost benefits and the cost of locating and training a replacement you agree to pay us a sum equal to fifty percent of the annual salary you pay to the employee during the first year of employment.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement. CLA will be as responsible for any act done by these subcontractors as it is for its personnel under this agreement.

Professional fees and expenditures

Our professional fees for these services will be based on the time involved and the degree of responsibility and skills required, number of systems, system complexity, and asset size. Professional fees and expenditures for the services described in Addendum A are:

Services	Professional fees
External Penetration Test and Vulnerability Assessment	\$20,000
Internal Penetration Test and Vulnerability Assessment	\$22,000
Social Engineering - Remote - 2 Email phishing campaigns	\$4,700
Information Security Risk Assessment	\$22,500
Technology and Client Support Fee (5% of all professional fees billed)	Calculated at time of billing

Reimbursable expenditures. Reimbursable expenditures made by CLA, **separate from the professional fees, include travel time** at 50% of the rate of the staff level assigned, **and the following expenses:**

- Airfare / Mileage / Transportation / Parking
- Living expenses at project location (hotel, meals, rental car)
- Shipping and delivery of hardware related to execution of the engagement

All expenses are billed at actual cost with no markup of charges.

Solano Community College District
June 7, 2022
Page 4

Fee adjustment due to merger, acquisition, or growth

Should client's number of systems increase from those noted by more than 15% due to merger, acquisition, growth or other activities prior to the start of services for any single year agreement or prior to the start of services for each year of a multi-year agreement, CLA and SCCD agree to increase the professional fees by the same percentage.

Invoicing, finance charges and collection expenses

Our invoices, including applicable state and local taxes, will be rendered throughout the project as work progresses and are payable on presentation.

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

In the event CLA's services are terminated for whatever reason during the project, the organization will promptly compensate CLA for all professional services rendered and out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Any Dispute will be governed by the laws of the State of Minnesota, without giving effect to choice of law principles.

Limitation on remedies

Our role is strictly limited to the tasks and projects described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to, you. You will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you. CLA has no duty to ensure that the organization's accounting, billing, coding, compliance, or reimbursement practices, systems, or reports comply with applicable laws or regulations, all of which remain the organization's sole responsibility.

Solano Community College District
June 7, 2022
Page 5

You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (“we” or “us”) and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold us liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any deliverables, plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorneys’ fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute that may arise between us, including one arising out of this agreement or the services performed under this agreement, for breach of contract, tort, breach of fiduciary duty, fraud, misrepresentation, or any other cause of action or remedy, any suit or action to recover on a dispute must be commenced as provided below, or the party with a claim or prosecuting a dispute shall be forever barred from commencing a lawsuit and from obtaining legal or equitable relief or recovery of any kind whatsoever. An action to recover on a dispute shall be commenced within the shorter of the following limitation periods:

- Within twelve (12) months from the date of our last billing for services performed under this engagement letter, or
- Within twelve (12) months after the termination of either this agreement or the organization’s ongoing relationship with CLA by either of us and for any reason.

These limitation periods apply and begin to run even if the organization has not suffered any damage or loss, or has not become aware of the existence or possible existence of a dispute.

Confidentiality and restricted use of information

CLA will hold the information supplied by the organization to us in confidence and CLA will not disclose it to any other person or party, unless the organization authorizes us to do so, it is published or released by the organization, or it becomes publicly known or available other than through disclosure by us. The organization agrees any reports or deliverables CLA provides to the organization are only for the internal use of the organization’s management. They may not be distributed to any other person or party, for any purpose, without our prior written consent. The organization further agrees to hold any information, reports, or deliverables that CLA provides to the organization in confidence and agrees that the organization will not disclose such to any other person or party, unless CLA authorizes the organization to do so, it is published or released by us, or it becomes then publicly known or available other than through disclosure by the organization.

CLA may, at times, use subcontractors to perform services under this agreement and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Record retention

Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we

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will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the organization's records.

Other

This agreement will remain in effect until it is terminated by either party on thirty (30) days written notice, with or without cause. In the event of termination, the terms of this agreement shall survive and remain in effect. Any notices under this agreement shall be sent to the organization at the address noted above and to us at:

CliftonLarsonAllen LLP
Attn: Kadian Douglas, Principal
201 North Franklin Street, Suite 2500
Tampa, FL 33602-5845

Agreement

CLA appreciates the opportunity to assist your organization and believes that this letter accurately summarizes the terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please contact us.

If the organization agrees with the terms of this engagement as described in this letter, please sign, date and return a copy of the complete agreement including addendum to us. By returning this letter of engagement, the organization is authorizing us to commence our services.

We look forward to a successful completion of the project.

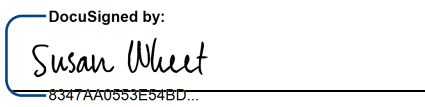
CLA (CliftonLarsonAllen LLP)



Kadian Douglas, CPA, CISA
Principal
813-384-2735
Kadian.Douglas@claconnect.com

Acceptance and acknowledgement

On behalf of Solana Community College District, I acknowledge that the terms of this agreement accurately state our understanding with CLA, and Solano Community College District agrees to be bound by them.

By: 
Print Name: Susan wheet
Title: VP of Finance and Administration
Date: 6/8/2022

Addendum A

External Penetration Test and Vulnerability Assessment

Overview	The External Penetration Test and Vulnerability Assessment is designed to aggressively test your network perimeter to identify exposure to security breaches from outside your network. Completeness is a critical objective when securing the network perimeter, therefore our testing approach is designed to test your entire infrastructure to identify rogue gateway entry points, and test systems that interact with the outside including: Internet gateways, VPN, routers and firewalls, email infrastructure, remote access, and application interfaces.
Objective	Identify potential vulnerabilities outside the network that might be used to: <ul style="list-style-type: none"> • Gain unauthorized access to sensitive confidential information. • Modify or destroy data. • Operate trusted business systems for non-business purposes.
Benchmarks	We will rely on the organization's policies, procedures, and documented standards to define accepted standards of operation. In the absence of such documentation we will utilize generally accepted industry best practices and our own skills and knowledge specializing in the area of Cybersecurity. If the organization possesses reports from previous penetration tests, we will verify that any previous findings have been adequately addressed.
Approach	CLA Cybersecurity Services will use a variety of manual and automated tools to test the configuration of Internet gateway connections. Our testing will identify and test such gateway connections in place on your current network configuration. We will then obtain appropriate documentation to verify that our activity was properly detected and logged.

The complete network penetration test occurs in four very distinct phases:

Phase 1 – Discovery

Discovery identifies Internet points of presence (potential entry points). In this phase, completeness is critical - entry points need to be identified and tested. We actively interrogate DNS to determine "where you are" on the Internet. The Discovery phase includes "Google Hacking" designed to gather information about your organization, your people, and whatever might be "out there" on social media sites, blog sites, etc.

Phase 2 – Reconnaissance

Hosts identified in the discovery stage are analyzed to determine:

- Type of host (i.e., router, firewall, web server, etc.).
- Operating system in use (including version and patch level).
- Services available and listening.

Phase 3 – Automated Vulnerability Scanning

Nessus and other automated scanning tools are used to determine potential vulnerabilities available to be exploited. Information developed from the discovery and reconnaissance stages is used to "tune" the scanner to focus its effort, improve its feedback, and eliminate unnecessary scanning.

Phase 4 – Analysis, Penetration, and Privilege Escalation

This phase typically represents 85% of our level of effort in a penetration test. We analyze the results of the first three phases ***to prepare a hacking plan***. We verify the results of the automated scanning to validate that we do not present “false positives” in our report. ***We perform numerous manual tests that cannot be accomplished with automated scanning techniques***. If we are “successful” in breaching your perimeter defense, we will quantify the extent of exposure in order to accomplish our critical objective of completeness.

We perform a penetration test in the same way a malicious hacker will exploit your network. This is accomplished by not only performing a basic vulnerability scan but by also analyzing the results of the scan and building a plan of attack. ***Simple vulnerability scans cannot apply intelligence to the task of finding chains of risks and vulnerabilities on disparate systems that can be used to compromise the network.*** They often reveal numerous “low risk” vulnerabilities disclosed within the automated reports that commercial scanning tools produce. However, these “low risk” vulnerabilities can sometimes be used in concert, like piecing together a jigsaw puzzle, to produce a plan of attack that can create “very high risk” results.

Very often, we are successful in putting together a plan of attack that can result in root or administrator level compromise of every host on the client’s network ***through a firewall, even though the initial scan results listed only low or medium risk vulnerabilities.***

Our service verifies the results of the scan so your people do not have to chase false positives often caused by many scanning tools. This eliminates the need for your IT personnel to devote time and effort to this process.

For each vulnerability, or perhaps more importantly for each chain of vulnerabilities, we do our homework and present a best practice set of solutions. Sometimes a simple patch download will suffice, but more often than not, the solution is more complex.

Our developers keep us on the cutting edge. They are constantly producing proprietary tools to test for the presence of emerging vulnerabilities, often before tools such as Nessus have scripts available to test for them. Email Spear Phishing is the #1 attack and delivery mechanism today for hackers. We perform email infrastructure testing procedures unlike anyone else, to verify the effectiveness of your email security and thoroughly define what types of messages can be slipped in past the organizations spam and antivirus filters.

Finally, our security auditors have the skills and knowledge specializing in the area of Cybersecurity to test for the presence of known and unknown vulnerabilities in web-based applications and the back end databases that support the websites operations, including buffer overflows, cross-site scripting attacks, and SQL injection. Our developers and security auditors have discovered and documented the presence of previously unknown vulnerabilities in numerous on-line banking, e-commerce, and vendor supplied web-based administrative applications. More complex web facing application infrastructure testing (*i.e.*, e-commerce sites, extensive Share Point, electronic business to business interchanges, etc.) is addressed by our independent Web/Application Penetration testing.

Outcome

Our external penetration test and vulnerability assessment is designed to satisfy the following:

1. The HIPAA Security Rule Requirements for periodic technical validation testing: Evaluation (§ 164.308(a)(8)).
2. PCI-DSS requirement 11.3 for external penetration testing.

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3. CIS Critical Controls
 - Control 19: Incident Response and Management
 - Control 20: Penetration Tests and Red Team Exercises
4. Open Source Security Testing Methodology Manual (OSSTMM)
5. Open Web Application Security Project (OWASP)
6. NIST SP 800-115 - Technical Guide to Information Security Testing and Assessment
7. GDPR (European Union General Data Protection Regulation): Article 32(d)

The external penetration test and vulnerability assessment may be used as an “audit” of the organization's incident response capabilities: does the organization have the right tools and processes in place to “Recognize, React, and Respond” to an actual attack or breach attempt?

Our deliverable report will provide your network administrators with detailed recommendations for how to address specific findings. Successive tests will include findings in a table format that track remediation of previous findings, and identification of new risks.

Internal Penetration Test and Vulnerability Assessment

Overview	<p>The Internal Penetration Test and Vulnerability Assessment will be a technical evaluation of the key devices (<i>file servers, mail servers, production servers, routers, switches, etc.</i>) that reside on your trusted business network.</p> <p>The Computer Security Institute estimates that only 3% of businesses have the appropriate security patches and configurations in place to protect their network from an internal breach or a successful perimeter breach.</p> <p>Annual breach analysis reports from Trustwave and Verizon Business Services conclude that the majority of breaches have root causes related to:</p> <ul style="list-style-type: none"> • Weak/default administrator and vendor credentials • Unsecured network shares • Vendor supplied/managed systems • Weak or poor patch/update management – especially for non-operating system applications. <p>The Internal Penetration Test and Vulnerability Assessment is designed to confirm that your network is reasonably protected from these types of threats, which can be more disruptive and more expensive.</p>
Objective	<p>Identify potential vulnerabilities inside the network that might be used to:</p> <ul style="list-style-type: none"> • Gain unauthorized access to sensitive confidential information. • Modify or destroy data. • Operate trusted business systems for non-business purposes.
Benchmarks	<p>Benchmark measurement for this network security assessment will be your security policy and configuration standards. In the absence of these standards, CLA will use a combination of industry-specific best practices and vendor-specific best practices related to security for the specific devices deployed in your network.</p>
Approach	<p>The Internal Penetration Test and Vulnerability Assessment occurs in two distinct phases:</p> <p><u>Phase 1 - Internal Penetration Testing</u></p> <p>Beginning with very limited privileges, (<i>typically only a data port connection in a conference room</i>) CLA Cybersecurity Services will use automated and manual techniques to identify significant network hosts and routing devices. We will then review their configuration using a combination of automated tools and manual information security checklists (<i>i.e., hardening checklists</i>). The Internal Penetration Testing includes the following:</p> <ul style="list-style-type: none"> • Identify live hosts and services available on the network. • Perform automated vulnerability assessments using up-to-date open source and custom developed proprietary tools. • Manual testing of the results from automated scan to eliminate false positives • Exploit vulnerabilities to demonstrate possible privilege escalation scenarios. <p><u>Phase 2 - Configuration Audit and Process Review</u></p> <p>During the configuration audit we will review key systems and processes to document current configurations:</p>

- Perform service pack/security patch/hot-fix scanning to identify currently level up update on key systems on the network (MS Windows operating systems, UNIX systems, Novell systems, etc.).
- Configuration audits of key servers and routing devices against industry standard benchmarks.
- User account and password auditing to validate compliance with information security policies.
- Review configuration of user account and group policy and auditing settings with Active Directory.
- Review end point protections for workstations and mobile devices, including anti-virus, anti-malware, encryption, etc.
- Review configuration of 3rd party vendor installed/maintained systems.
- Review network/system security architecture.

Outcome

Our Internal Penetration Test and Vulnerability Assessment is designed to satisfy the following:

1. The HIPAA Security Rule Requirements for periodic technical validation testing: Evaluation (§ 164.308(a)(8)).
2. PCI-DSS requirement 11.2.1 for internal vulnerability scanning.
3. PCI-DSS requirement 11.3 for internal penetration testing.
4. CIS Critical Controls
 - Control 4: Continuous Vulnerability Assessment and Remediation
 - Control 11: Security Configuration for Network Devices
 - Control 19: Incident Response and Management
 - Control 20: Penetration Tests and Red Team Exercises
5. Open Source Security Testing Methodology Manual (OSSTMM)
6. Open Web Application Security Project (OWASP)
7. NISTSP 800-115 - Technical Guide to Information Security Testing and Assessment
8. GDPR (European Union General Data Protection Regulation): Article 32(d)
9. The IVA is also a thorough validation review of configuration requirements documented throughout the rest of the PCI-DSS.

Our deliverable report will provide your network administrators with detailed recommendations for how to address specific findings. Your network will be secured (*hardened*) from the inside to protect against malicious insiders, intruders who may gain physical access to network resources, or external hackers who successfully breach perimeter defenses.

The internal penetration test and vulnerability assessment can be used as an “audit” of the organization’s incident response capabilities: does the organization have the right tools and processes in place to “Recognize, React, and Respond” to activities associated with an actual intrusion?

Social Engineering Assessments- Remote Only

Overview	<p>The Social Engineering Test takes a security assessment beyond a purely technical assessment. It mimics the real-world techniques of hackers and con-artists intent on profiting from gaining access to organization resources.</p> <p>The goal of social engineering is to use non-technical methods to “trick” employees into providing sensitive information (such as user accounts and passwords) or access to systems (such as access to a data center) that can be used in a malicious hacking attack. Through the added use of social engineering skills, privileged access can often be gained where purely technical attacks fail.</p>
Objective	<p>The Social Engineering Test aggressively assesses all three of the organization’s security domains:</p> <ul style="list-style-type: none"> • Administrative Safeguards • Physical Safeguards • Technical Safeguards <p>This testing will identify gaps in employees understanding and/or application of the organization’s policies and procedures, as well as areas where policies are weak or non-existent. The testing will highlight how the gaps result in technical access to systems and the loss of confidentiality or integrity of information. We will thoroughly address SCCD’s People, Rules, and Tools.</p>
Benchmarks	<p>We will rely on the organization’s policies, procedures, and documented standards to define accepted standards of operation. In the absence of such documentation we will utilize generally accepted industry best practices and our own skills and knowledge specializing in the area of Cybersecurity.</p>
Approach	<p>We will conduct the Social Engineering assessment in an Informed Testing manner. We will work with the company’s designated liaison(s) to determine areas of risk and define approaches to test the effectiveness of the controls in place to safeguard against those risks. Using information provided by the company as well as information we are able to obtain on our own, we will use various methods to gain privileged access to sensitive data. These methods will include:</p> <ul style="list-style-type: none"> • E-mail attempts to harvest sensitive information from company personnel, convince company personnel to provide passwords or execute code (for remote access). <p><i>With SCCD’s permission, we will actively record the majority of our activities. We have the capability to covertly video record in-person interactions, as well as pre-text phone calls.</i></p> <p>Our tests will be conducted remotely at a location (or locations) pre-determined with appropriate members of the management team. <i>The overall methodology and specific scope of our tests will be determined with the management team prior to commencement of work.</i></p>
Outcome	<ul style="list-style-type: none"> • The security posture of the company will be aggressively tested in real-world scenario, validating where policies are followed, as well as areas that need improvement. • Employee understanding of and application of policies will be thoroughly tested.

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Information Security Risk Assessment

Objective and Scope

The objective of the Information Security Risk Assessment (ISRisk Assessment) is to identify the IT and operational processes and assess the levels of risk within each of the functional areas. In addition, provide SCCD management with visibility to process areas that contain the highest potential risk as determined by the IS risk assessment process. The scope of the IS risk assessment included the following functional areas / processes within the organization:

IS Domain/Process	Detailed Coverage of Functional Area / Process
Vendor Relationship	Administration, due diligence, contractual agreements, responsibility and oversight, third party relationships, SOC reports
Governance	Policies and procedures, vendor contracts, purchasing information, regulatory requirements, combinations, authentication information
Human Resources	Student information, benefit information
Accounting and Finance	Sensitive disclosures
Admissions and Registrar	Sensitive information such as social security numbers
Student Financial Processing	Student financial aid, tuition, enrollment fees, student loan processing, collections
Marketing	Student information, email lists, and phone trees
Records and Retention	File management, mail processing, record retention requirements

IT Domain/Process	Detailed Coverage of Functional Area / Process
Vulnerability Management	Review internal standards, procedures and results related to - authentication, patch management, configuration standards, malware protection, and intrusion detection and prevention
Independent/3 rd Party Validation Processes	Review 3 rd party procedures and results related to validation of - authentication, patch management, configuration standards, malware protection, intrusion detection and prevention, security architecture, network perimeter, vulnerability scanning, and penetration testing
Servers and Databases	Policy statements governing server data security, network shared drive review, local audit policy review, and password parameter review
Change Management	Project Administration, implementation & release, requirements gathering & analysis, end user training, program development, application / hardware changes, testing, emergency changes, data conversion and patch management
Organizational Administration	Organization structure, IS governance, policies, standards and procedures, risk management policy, maintenance and storage of sensitive information (electronic and paper)
Electronic Information Processing	Web based applications, authentication standards, layered security, policies and procedures, password parameters, change management, administration
Logical Access	Application access, network access, and complexity standards
IS Personnel Administration	Hiring, training, rotation of duties, employee termination, contract resources

IT Domain/Process	Detailed Coverage of Functional Area / Process
User Account Administration	Provisioning, de-provisioning, periodic validation, authentication, password management, segregation of duties
Application Administration	Internally and externally hosted and managed applications, access permissions, validation, application data, transaction process
Data Storage and Backup	Data storage types, backup schedule, inventory management, rotation, backup restoration
Workstation Administration	Authentication, configuration, anti-virus, privileges, encryption
Vendor Relationship	Administration, due diligence, contractual agreements, responsibility and oversight, third party relationships, SOC reports
Physical Security and Environment Controls	Facility access, data center access, detective controls, environmental controls
Contingency Planning	Disaster recovery, incident response and business continuity, plan testing, responsibility, plan maintenance

Approach

Our approach will provide SCCD's management the opportunity to build a relationship with our team through the Information Security Risk Assessment (IS risk assessment) process and provides us with the opportunity to gain a thorough understanding of your information security operations and culture. This approach focuses on the domains stated above and can be modified to more specific risk domains if SCCD management desires.

The five phases of our IS risk assessment approach along with the tasks used to accomplish each phase is summarized in the table below:

PHASE 1: PLANNING AND DATA GATHERING

Our team will validate the IS risk assessment project scope based on consultation with key stakeholders as designated by SCCD. We will validate our understanding of your expectations for the project, including the following:

- Refine and tailor the methodology and approach to mirror your expectations
- Define roles and responsibilities
- Establish communication protocols to foster that the most respectful and efficient working relationship is created at the very beginning of the process
- Define detailed project plan and milestones
- Identify resources to be utilized and logistical arrangements
- Develop strategies to mitigate disruption to your day-to-day operations

In addition, pertinent data will be requested to utilize during the planning process. Requested documents and information will include, but not be limited to:

- Organizational charts
- IT network diagrams
- Policies and standard operating procedures
- Prior risk assessment reports, internal audit reports, external auditor's report
- IT strategic plan

PHASE 2: DEVELOP RISK MODEL AND UNIVERSE

We begin by defining IS risk and creating a risk framework. Risk is an event or condition that can negatively affect the ability of an organization to achieve its objectives. Risks are generally thought to be associated with taking actions;

however, risks can also occur when no action is taken in the form of missed opportunities. CLA suggests the risk domains stated in the above “Objectives and Scope” section. Procedures will consist of the following:

- Discuss SCCD background – Locations/People/Operations
- Understand the information technology environment
- Identify centralized/decentralized IT processes
- Define and create the risk universe and risk model (risk map)
- Identify risk ranking criteria definitions (impact and vulnerability variables)
- Agree on measurement scale and deliverable format
- Prioritize the audit universe

Next, we define impact and vulnerability criteria applicable to SCCD to be utilized as a tool for risk ranking procedures. In determining risk within the IS processes, we assess the impact of the process to the organization and the vulnerability that a risk would occur by evaluating the underlying attributes of the process and by assessing the effectiveness of the control environment around that process.

PHASE 3: DEVELOP IS RISK ASSESSMENT APPROACH

Our team will develop an IS risk assessment approach specifically tailored for the processes of SCCD. We begin by identifying various interview participants, including key risk owners and conduct interviews, as applicable. Interview questionnaires will be developed and specifically tailored for SCCD. We will work with a specific project liaison to schedule IS risk assessment interviews and we will hold onsite discussions whenever possible. The final IS risk assessment approach will be approved by SCCD management.

PHASE 4: EXECUTE IS RISK ASSESSMENT APPROACH

Our team will facilitate discussions with key managers and stakeholders to conduct the IS risk assessment. In addition, take into consideration external audit reports, policies and procedures provided to us as a starting point to facilitate detailed discussions and to gain an understanding of the current controls, process structure, personnel involved, and supporting technology defined in the assessment. Procedures will consist of the following:

- Conduct interviews with identified stakeholders
- Document and summarize interview results and risks identified
- Perform initial ranking of risks identified based on CLA current understanding
- Review risks, recommendations, and risk rankings with SCCD

Risks identified will be prioritized and placed on a risk map. A risk map is a graphic tool that assists in plotting the risk’s relative impact and vulnerability of a risk event for each of the key processes and/or business functions. CLA uses 5 impact criteria and 7 vulnerability criteria to rank risks. By prioritizing and validating risks, you can align and prioritize its resources to manage and mitigate risks appropriately. The ranking criteria are defined in terms of high, moderate, and low. We will assess risks both from a composite and residual perspective.

PHASE 5: DELIVER RESULTS AND INSIGHTS

Our team will draft an IS risk assessment report with an executive summary describing the scope, objectives, approach and overall conclusion. In addition, our report will communicate all detailed risks identified. Risks will be aggregated by process and/or IT function and placed on a risk map within the report. Our report will detail all identified risks, recommendations to mitigate the risk, and a risk ranking. The impact and vulnerability criteria used to rank the risks will be embedded into the report to provide management a clear understanding on how the risk ranking was derived. We will also work collaboratively with you to tailor the draft report to meet the needs of SCCD management and any relevant reporting Committees.

Our IS risk assessment reports are issued timely after the completion of our fieldwork. CLA’s communication framework is set up to foster value-driven results. We require our team to prioritize their findings and discuss the IS risk assessment report with the appropriate management and staff prior to issuance. We believe this approach accomplishes the following:

- Confirms the information contained in the report.
- Minimizes reaction to significant risks.
- Encourages buy-in from the process owners.

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- Increases likelihood of implementation of recommendations.

Upon approval of the draft report, a final report will be issued to management and any relevant Committees, as requested. Additionally, we will meet with you and any relevant Committees, as requested, and will prepare a formal presentation, as well as address any questions.

Impact and vulnerability assessment

Additionally, the information gathered in the process will be analyzed and summarized using the following process:

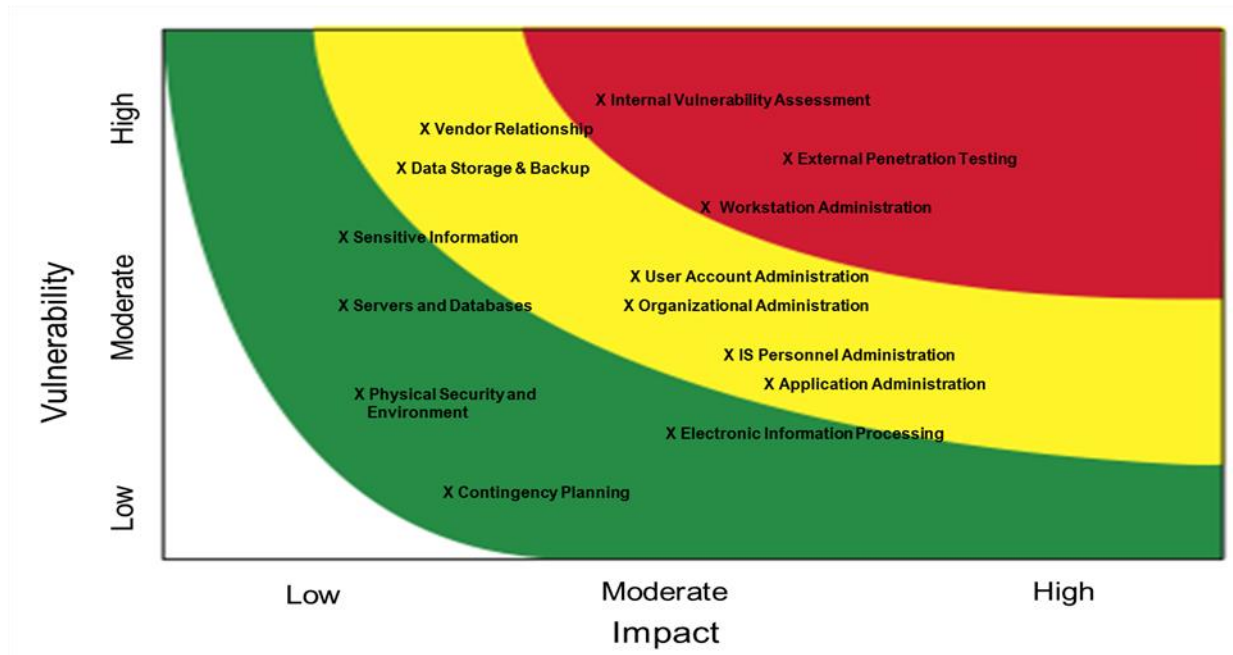
- Rank risks using risk modeling in collaboration with SCCD management. We use a variety of risk ranking tools and weighting methodologies. Our approach is to work with management during the planning phase to identify the appropriate risk ranking model and weighting methodology that best meets your risk appetite and tolerance. The subjective methodology (risk map) focuses on likelihood of occurrence, vulnerability and impact, while the objective methodology focuses on the control environment using a numeric scoring.
- Next, we define impact and vulnerability criteria applicable to the organization to be utilized as a tool for risk ranking procedures. In determining risk within the IT processes, we assessed the impact of the process to the organization and the vulnerability that a risk would occur by evaluating the underlying attributes of the process and technology and by assessing the control environment around that process. The criteria are defined in terms of high, moderate, and low.

See illustration below for definitions. Below is an example of our risk ranking approach:

IMPACT CRITERIA					
	FINANCIAL	STAKEHOLDER	REPUTATION	LEGAL / REGULATORY	OPERATIONS
HIGH	(1) Asset size (2) Prior negative exposure (3) Rapidly increasing transaction volume	(1) Management, employees, and faculty affected by process inefficiencies or control breakdowns	(1) Potential adverse issues are known to external parties, such as media and regulatory bodies	(1) Any Federal/ State/Other action (2) External Audit reportable conditions	(1) Current infrastructure cannot support business strategy
MEDIUM	(1) Asset size (2) Major potential cost (3) Transaction volume stable	(1) Management, employees and faculty may be affected by process inefficiencies or control breakdown	(1) Potential adverse issues could impact customers	(1) Issues identified by Federal/State/ Other (2) Issues identified by External Audit	(1) Current infrastructure is able to support business strategy with work arounds
LOW	(1) Asset size (2) Minor potential cost (3) Transaction volume stable	(1) No management, employees and faculty are affected by process inefficiencies or control breakdown	(1) Potential adverse issues could impact employees	(1) No issues identified by Federal/State/ Other (2) No issues identified by External Audit	(1) Current infrastructure is able to support business strategy

VULNERABILITY CRITERIA							
	CONTROL EFFECTIVENESS AND EFFICIENCY	SPEED OF RESPONSE	COMPLEXITY	PEOPLE	OPERATIONAL EFFICIENCY	SYSTEM CAPABILITY	RATE OF CHANGE
HIGH	Controls are not working or do not exist.	No method for anticipating and accessing specific risk events exists, so issues are not escalated to the appropriate executives effectively.	Manual processes with many data transfer points and owners	A limited number of staff or current staff has limited competency to manage risk events. Inadequate cross-training exists.	High/unmeasured cost of operations, many quality concerns noted, and unacceptable or unmeasured cycle/process time.	Systems are not operating as designed or design is flawed; very limited controls	Risk is managed by or directly impacts people, processes, systems, or businesses that have experienced a HIGH rate of change over the last 6 months.
MEDIUM	Controls are detective but not preventative and there may or may not be effective reporting.	A method for anticipating and assessing specific risk events exists but issues are not effectively escalated to the appropriate executives.	Automated process encompassing multiple systems and owners.	A limited number of staff and/or staff has moderate competency to manage risk event.	Above industry average cost of operation, some quality concerns noted, and below industry average cycle/process time.	Systems are operating as designed, but design can be improved; controls are bolted on top of the system.	Risk is managed by or directly impacts people, processes, systems, or businesses that have experienced a MODERATE rate of change over the last 6 months.
LOW	Controls are appropriately preventive and detective and there is effective reporting.	A method for anticipating and assessing specific risk events exists and effectively escalates issues to the appropriate executive.	Automated processes with integrated systems.	Most staff has high competency to manage risk events.	Low/average cost of operations, no quality concerns noted, and cycle/process times within specified standards.	Systems are designed, implemented, and operating effectively; controls are embedded in the system.	Risk is managed by or directly impacts people, processes, systems, or businesses that have experienced a LOW rate of change over the last 6 months.

Risks identified are prioritized and placed on a risk map. The risk map is a graphic tool that assists in plotting the risk's relative impact and vulnerability of a risk event for each of the key IT processes areas. A sample map is illustrated below:



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Client Number: 213-170917

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Document Pages: 17

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Geraldine Matias

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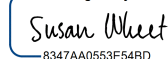
Susan Wheet

Susan.Wheet@solano.edu

VP of Finance and Administration

Security Level: Email, Account Authentication
(None)**Signature**

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8347AA0553E54BD...

Signature Adoption: Pre-selected Style

Signed by link sent to Susan.Wheet@solano.edu

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Signed: 6/8/2022 5:09:40 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jim Petromilli

Jim.Petromilli@solano.edu

VP, Finance & Operations

Security Level: Email, Account Authentication
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James Calilan

James.Calilan@solano.edu

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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2022 5:42:45 PM
Certified Delivered	Security Checked	6/8/2022 5:09:17 PM
Signing Complete	Security Checked	6/8/2022 5:09:40 PM
Completed	Security Checked	6/8/2022 5:09:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

AGENDA ITEM 13.(n)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

SUBJECT: PROPOSITION 30 EPA REPORT FY2020-2021

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Approval is requested for addition of attached Proposition 30 EPA report FY 2020-2021 to the 21/22 adopted budget. Item was omitted from 21/22 Budget presentations at 9/1/21 and 9/15/21 SCC Governing Board meetings.

Attached is a copy of the report to be included.

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Information Reporting and Administrative Function

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2021-22 ADOPTED BUDGET

PROPOSITION 30 EPA REPORT

(Part of Unrestricted General Fund)

CALIFORNIA COMMUNITY COLLEGES Annual Financial and Budget Report SUPPLEMENTAL DATA		Schools and Local Public Safety Protection Act Prop 30 EPA Expenditure Report			
FY: 2020-21 Budget Year: 2021-22		DISTRICT ID: 280		Name: Solano CCD	
ACTIVITY CLASSIFICATION	ACTIVITY CODE			UNRESTRICTED	
EPA Proceeds:	8630			9,306,152	
ACTIVITY CLASSIFICATION	ACTIVITY CODE	SALARIES & BENEFITS (1000-3000)	OPERATING EXPENSES (4000-5000)	CAPITAL OUTLAY (6000)	TOTAL
Instructional Activities	0200-5900	9,306,152			9,306,152
Other Support Activities (list below)	6XXX				
Total Expenditures for EPA*					9,306,152
Revenue less Expenditures					0
*Total Expenditures for EPA may not include Administrator Salaries or other administrative costs.					

AGENDA ITEM 13.(o)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH JAMES THOMAS MEDIA LLC
FOR RE-ENGAGEMENT ADVERTISING CAMPAIGN**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: The Board is being asked to approve a one-year agreement with James Thomas Media LLC for Re-Engagement content production. They will provide Digital content creation, management and distribution. The annual cost for the 2022-2023 fiscal year is \$79,000.

The Services will include:

- Create advertising campaign and plan to create and distribute JTM produced material
- Professional quality commercials. Shorter promotional and/or PSA videos
- Manage media buying and ad placement
- Track ranking and visibility of individual campaigns

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>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$79,000.00</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH JAMES THOMAS MEDIA LLC
FOR RE-ENGAGEMENT ADVERTISING CAMPAIGN**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

The Objective is to increase SCC enrollment through university level content production and distribution. Reach prospective SCC students to showcase the quality of SCC programs, services, and events. Additionally, target and define particular audiences and cater to many specific markets.

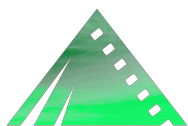
JTM will manage production and create University Level commercials to strengthen enrollment at Solano Community College.

The commercials will promote all the new buildings, services, and resources at SCC. Additionally, this will fund faculty profile videos, events highlight videos, and program overview videos for the Website and marketing purposes.

JTM will work in-house and manage subcontractors to provide SCC with quality virtual and remotely accessible digital content. This will also be used to help promote this content through paid and organic advertisement campaigns centered around new enrollments.

The major pieces of this content will be duplicated in Spanish and promoted to the Solano Hispanic Community

Attached is a copy of the Scope of Work.



JAMES THOMAS MEDIA LLC.

Scope of Work

CLIENT

PROJECT NAME	Solano Community College - Re-Engagement Content Production
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - University Level Content
PRODUCT	Digital Content Creation, Management and Distribution
DATE: June 25, 2022	

PROJECT

PURPOSE | *What are we looking to do?*

JTM (James Thomas Media LLC.) will manage production and create University Level commercials to strengthen enrollment at SCC (Solano Community College).

These commercial pieces will promote all the new buildings, services, and resources at SCC. Additionally, this will fund faculty profile videos, events highlight videos, and program overview videos for the website and marketing purposes.

JTM will work in-house and manage subcontractors to provide SCC with quality virtual and remotely accessible digital content. This will also be used to help promote this content through paid and organic advertisement campaigns centered around new enrollments.

The major pieces of this content will be duplicated in Spanish and promoted to the Solano Hispanic Community.

OBJECTIVE

What does the project work to achieve?

Increase SCC enrollment through university level content production and distribution. Reach prospective SCC students to showcase the quality of SCC programs, services and events. Additionally, target and define particular audiences and cater to many specific markets.

(Client Initials: _____)

Continued...

DELIVERABLES

Detailed list of what we will make for you

- **Content and Services**

- ***Re-Engagement Advertising campaign and organization of materials***

- Helps create advertising campaign and plan to create and distribute JTM produced material
 - Creation and management of general advertising campaign for SCC Enrollment
 - Create micro-campaigns for programs/special events
 - Provide creative ideas for content and distribution
 - Promote and distribute JTM produced content
 - Copywriting for web, graphic, and other mediums

- ***Video, Photos and Graphic Design***

- Professional quality commercials. Shorter promotional and/or PSA videos
 - Management of Commercial video production
 - Commercial videos approx. :30 - 1:00 minute (Can be combined with other commercial/promotional/PSA time for longer) (Not to exceed 10 videos)
 - Promo videos - approx. :15 - :30 overview and update of project progress for Digital Campaign (Not to exceed 10 videos)
 - High-Res stills pulled from video and/or captured onsite during filming (5-10 photos per session)
 - This includes time on site, editing, music licensing, titles
 - Graphics for flyers, online promos, etc
 - Client will be provided two drafts for review and comment

- ***Media & Advertisement Buying/Placement***

- Manage media buying and ad placement
 - Manage and call accounts on behalf of SCC
 - Create, send, and get quotes for internet TV and/or radio advertisement
 - Schedule content creation for supporting material
 - Manage Digital Distribution

- ***Distribution Analytics***

- Track ranking and visibility of individual campaigns.
 - Optimize campaign efficiency by adjusting targets for SCC
 - Increase visibility in non-paid and paid search landscape
 - Ensure targeted posting to specific demographic
 - Work with SCC to fine-tune campaign and content direction using provided analytics

(Client Initials: _____)

Continued...

Budget:

Digital Marketing Campaign - Not to exceed \$79,000

Term of contract: July 20, 2022 to June 30, 2023

(JTM requires one (1) month to create a backlog of content and setup distribution materials before main posting) This time will also be used to create an agreed upon schedule of content that JTM will produce.

1. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mailed addressed to JTM at (831 Emerald Ct. Vacaville, CA, 95687) or to Client as identified below.
3. Changes and Amendments. Client requests a change in JTM's services. Any mutually agreed upon change shall be effective upon written amendment executed by both parties.
4. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond JTM's control.
5. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and full use and control of deliverable upon final payment of all compensation owed to JTM. (JTM retains the right to use footage for promotional use)
6. Compliance with all Laws. JTM shall comply with all federal, state, and local laws applicable to JTM's performance under this Agreement.
7. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
8. JTM Contractors and Employees. Client acknowledges that all JTM contractors and Employees are directed at discretion of JTM.
9. Additionals. Additional services or costs will be billed to client.

CLIENT COMMENTS AND APPROVAL	
DATE:	CLIENT SIGNATURE:

AGENDA ITEM 13.(p)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH JAMES THOMAS MEDIA LLC
FOR EQUITY & ACCESSIBILITY WEBSITE SERVICES**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: The Board is being asked to approve a one-year agreement with James Thomas Media LLC for Equity & Accessibility website services. They will provide Design and Implementation of Equitable Services -Website and Content The cost for the 2022-2023 fiscal year is \$89,000.

The Services will include:

- Create a plan of action to implement with developers and producers
- Translate and implement plans from design team
- Procurement and creation of DEI focused content
- Work with Equity Committees to revise DEI content and web development

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>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$89,000.00</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT WITH JAMES THOMAS MEDIA LLC
FOR EQUITY & ACCESSIBILITY WEBSITE SERVICES**

REQUESTED ACTION:

☐ **Information** **OR** ☒ **Approval**
☐ **Consent** **OR** ☒ **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

The Objective is to dedicate a team to expand SCC's services in Diversity, Equity, and Inclusion as it pertains to web services and accessibility of content. This will primarily focus on website navigation, DEI page development, and create a streamlined way to access materials, resources and information without hassle. It will also provide a voice of acceptance and content to better guide and value SCC's diverse community in an individualized way.

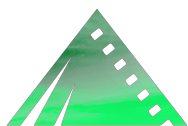
In an effort to better serve the SCC community, JTM (James Thomas Media LLC.) will design and create better access to information regarding Diversity, Equity, and Inclusion for SCC (Solano Community College).

JTM will meet with SCC Equity committees to redevelop website services and accessibility needs. This will include a re-structure of website navigation, creation of DEI landing pages, and the creation of welcoming content to easily direct SCC's community.

Additionally, JTM will meet with SCC test groups to ensure accessibility to this information and services. JTM will use group provided ideas and data to further refine DEI webpages and content.

The major pieces of this content will be duplicated in Spanish and promoted to the Solano Hispanic Community.

Attached is a copy of the Scope of Work.



JAMES THOMAS MEDIA LLC.

Scope of Work

CLIENT

PROJECT NAME	Solano Community College - Equity & Accessibility
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - Diversity, Equity and Inclusion
PRODUCT	Design and Implementation of Equitable Services - Website and Content
DATE: June 22, 2022	

PROJECT

PURPOSE | *What are we looking to do?*

In an effort to better serve the SCC community, JTM (James Thomas Media LLC.) will design and create better access to information regarding Diversity, Equity, and Inclusion for SCC (Solano Community College).

JTM will meet with SCC Equity committees to redevelop website services and accessibility needs. This will include a re-structure of website navigation, creation of DEI landing pages, and the creation of welcoming content to easily direct SCC's community.

Additionally, JTM will meet with SCC test groups to ensure accessibility to this information and services. JTM will use group provided ideas and data to further refine DEI webpages and content.

The major pieces of this content will be duplicated in Spanish and promoted to the Solano Hispanic Community.

OBJECTIVE

What does the project work to achieve?

Dedicate a team to expand SCC's services in Diversity, Equity, and Inclusion as it pertains to web services and accessibility of content. This will primarily focus on website navigation, DEI page development, and create a streamlined way to access materials, resources and information without hassle. It will also provide a voice of acceptance and content to better guide and value SCC's diverse community in an individualized way.

Continued...

DELIVERABLES

Detailed list of what we will make for you

- **Equity Services**

- ***Design, Plan, and Structure***

- Create a plan of action to implement with developers and producers
 - Meet with SCC Equity Committees to discuss accessibility issues and solutions
 - Create a plan to easily access SCC services for DEI
 - Design navigation for DEI landing pages
 - Provide creative ideas for resources and page content
 - Create implementation strategy for developers
 - Collect resources and links to services for DEI

- ***Development and Structure***

- Translate and implement plans from design team
 - Create DEI landing pages with applicable navigation
 - Embed DEI focused content
 - Build group focused navigation
 - Host new data and services
 - Manage new data and remote service access
 - Ensure accessibility of content
 - This includes code development, design, and re-structure

- ***Video, Photo and Graphic Content***

- Procurement and creation of DEI focused content
 - Locate and distribute DEI content through DEI web pages
 - Create and distribute JTM made DEI content
 - Schedule content creation for supporting material
 - Script and prioritize content with Equity Committees
 - Individualized tutorial content for accessibility of services
 - Navigational explanation of services (ie. Financial Aid)
 - Navigational explanation of SCC resources for DEI

- ***Test development and structure with Equity Committees***

- Work with Equity Committees to revise DEI content and web development
 - Create test groups to provide feedback and further develop ideas
 - Optimize Equity throughout SCC website
 - Refine keyword search for DEI related services and information
 - Prioritize DEI content for awareness and tutorials
 - Ensure access to DEI related areas through test groups
 - Provide analytics to SCC for further development

Continued...

Budget:

Equity & Accessibility Campaign - Not to exceed \$89,000

Term of contract: July 20, 2022 to June 30, 2023

1. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mailed addressed to JTM at (831 Emerald Ct. Vacaville, CA, 95687) or to Client as identified below.
3. Changes and Amendments. Client requests a change in JTM's services. Any mutually agreed upon change shall be effective upon written amendment executed by both parties.
4. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond JTM's control.
5. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and full use and control of deliverable upon final payment of all compensation owed to JTM. (JTM retains the right to use footage for promotional use)
6. Compliance with all Laws. JTM shall comply with all federal, state, and local laws applicable to JTM's performance under this Agreement.
7. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
8. JTM Contractors and Employees. Client acknowledges that all JTM contractors and Employees are directed at discretion of JTM.
9. Additionals. Additional services or costs will be billed to client.

CLIENT COMMENTS AND APPROVAL	
DATE:	CLIENT SIGNATURE:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #1 TO
ARTHULIA INC FOR THE FAIRFIELD CAMPUS
BASEBALL/SOFTBALL CLUBHOUSE REPLACEMENT
PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 (Time extension) to the Contract with Arthulia Inc., the general contractor for the Fairfield Campus Baseball/Softball Clubhouse Replacement Project. On December 15th, 2021 the Board approved a contract with Arthulia Inc. for the above-mentioned project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$0.00

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 20, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**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 #1 TO
ARTHULIA INC FOR THE FAIRFIELD CAMPUS
BASEBALL/SOFTBALL CLUBHOUSE REPLACEMENT
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

- Arthulia experienced schedule impacts related to material availability and production delays on Lockers, Fire Hydrant Elements, and Fence Panel. Change order is for time extension only with no additional costs incurred.

Arthulia's Change Order Request includes the cost of the time and material of the above listed changes.

Following is a summary of the Contract:

\$ 342,820 Original Contract Amount

\$ 0 Previously Approved Change Orders (0)

\$ 0.00 Proposed Change Order #1

\$ 342,820 New Contract Amount, including this Change Order #5

The Board is asked to approve this Change Order #1 to Arthulia Inc. in the amount of \$0.00 with updated project finish date of August 31st, 2022. No increase to contract value.

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



Change Order

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

Kitchell CEM
4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Change Order No. 001
Project No.: 22-003
Date: July 20, 2022

DSA File No.: 48-C1
DSA App. No.: 02-119437

Project: Solano Community College District
Fairfield Campus - Baseball/Softball Clubhouse Replacement

To: Arthulia Inc.
PO Box 502
Millbrae, CA 94030

The Contract is Changed as Follows:

PCO No.

001 Time Exstension for Material Delays

\$0.00

TOTAL COST OF CHANGE ORDER

ADD \$0.00
DEDUCT \$0

FINAL CHANGE ORDER AMOUNT

\$0.00

Original Contract Sum:	\$	342,820.00
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	342,820.00
Original Contract Sum will be Increased by This Change Order:	\$	-
The New Contract Sum Including This Change Order Will Be:	\$	342,820.00
The Original Contract Completion Date:		1-Jul-22
Contract Time Will be Changed by This Change Order:		61 days
The Current Contract Completion Date is:		31-Aug-22



Change Order

CONSTRUCTION

MANAGER:

Kitchell CEM

4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Date: _____

Architect

HMR Architects

2130 21st Street
Sacramento, CA 95818

Date: _____

CONTRACTOR:

Arthulia Inc.

PO Box 502
Millbrae, CA 94030

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: APPROVAL OF CONTRACT CHANGE ORDER #21 TO
BHM CONSTRUCTION, INC. 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 #21 to the contract with BHM Construction, Inc. (BHM), the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM for the Fairfield LLRC 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: \$150,497 State/Measure Q - \$0 CARES Act

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

Susan Wheet
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #21 TO BHM
CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction, RFI (Request for Information)/submittal review and project inspection, the following issues/changes were noted/required:

- Relocate ceiling lights to allow for seismic sway bracing per regulatory requirement.
- Credit for deleting two (2) fire sprinkler heads not required.
- Cap existing hydronics lines to Building 100 prior to demolition.
- Sawcut and remove section of sidewalk north of Building 100 to better conform with new site work.
- Remove finishes around window between Production and Studio to allow installation of re-designed frame.
- Break out and remove concrete over hydronics lines to Building 100.
- Repair fiber optics damaged during demolition of Building 100.
- Forty-five (45) days non-compensable schedule extension.
- Replace ceiling tiles damaged during relocation of light fixtures.
- Add door closer to door 136A.
- Paint exposed added ceiling light bracing.

BHM Construction, Inc.'s Change Order Request includes all costs of both time and materials of the aforementioned changes.

Following is a summary of the Contract:

\$30,279,100.00	Original Contract Amount
\$2,872,748.02	Previously Approved Change Orders (20)
<u>\$150,497.00</u>	Proposed Change Order #21
\$33,302,345.02	NEW Contract Amount, Including Change Order #21

The Board is asked to approve this Change Order #21 to BHM Construction, Inc. in the amount of \$150,497.00 resulting in a new contract amount of \$33,302,345.02.

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

Change Order

Solano Community College District

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

Change Order # 21
Project Number: 19-009
Date: 5-Jul-22

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:

<u>PCO No.</u>		
188.2	Relocate ceiling lights to make room for seismic bracing conflicting with HVAC ducts, plumbing.	\$30,000.00
213	Credit for deleting 2 fire sprinkler heads per RFI 622 and CCD 080	(\$1,638.00)
229.2	Abandon/cap existing hydronics pipes to Bldg 100	\$32,577.00
233	Sawcut and remove section of existing north of Bldg 100 sidewalk to conform to new design	\$653.00
183.B	R&R interior finishes to perform leak test on a window system	\$5,385.00
242	Break out and remove concrete cap over hydronics line to allow lines to be capped and abandoned	\$4,749.00
246	Repair damaged fiber optic	\$65,028.00
247	Non-compensable schedule extension of 45 days	\$0.00
188.C	Replace damaged ceiling tiles	\$13,017.00
248	Add door closer to door 136A	\$392.00
188.B	Paint exposed strut bracing for ceiling lights	\$334.00
TOTAL COST OF CHANGE ORDER		Add \$152,135.00
FINAL CHANGE ORDER AMOUNT:		Deduct (\$1,638.00)
		\$150,497.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 2,872,748.02
Contract Sum Prior to This Change Order:	\$ 33,151,848.02
Original Contract Sum will be Increased by This Change Order:	\$150,497.00
The New Contract Sum Including This Change Order Will Be:	\$ 33,302,345.02
The New Contract Completion Date Will Be:	8/25/2022
Contract Time Will Be changed by This Change Order:	45 days
The Date Of Substantial Completion As Of This Change Order Is:	1/18/2022

CM: _____
Swinerton Management and Consulting
260 Townsend Stdreet
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: APPROVAL OF CONTRACT CHANGE ORDER #1 TO
LISTER CONSTRUCTION FOR THE VACAVILLE AERO
SEWER CONNECTION AND PARKING EXPANSION
PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 to the Contract with Lister Construction, the general contractor for the Vacaville – Aero Sewer Connection and Parking Expansion Project. On April 10, 2022 the Board approved a contract with Lister Construction for the Vacaville Aero Sewer Connection and Parking Expansion Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$18,058.00 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

Robert Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

July 20, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**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 #1 TO
LISTER CONSTRUCTION FOR THE VACAVILLE AERO
SEWER CONNECTION AND PARKING EXPANSION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

- Unforeseen soil conditions were encountered – ground stabilization material was used to supplement field condition to proceed with paving on suitable substrate
- Concrete Curbs were added to prevent pavement deterioration and impacts to new bioswale install
- Deduct (Credit back) for elimination of truncated domes in DSA Plan review
- Deduct (Credit back) for elimination of aluminum header material installed in locations previously not receiving concrete curb

Lister's Change Order Request includes the cost of the time and material of the above listed changes.

Following is a summary of the Contract:

\$ 459,777 Original Contract Amount

\$ 0 Previously Approved Change Orders (0)

\$ 18,058.00 Proposed Change Order #1

\$ 477,835 New Contract Amount, including this Change Order #5

The Board is asked to approve this Change Order #1 to Lister Construction in the amount of \$18,058.00 resulting in a new contract amount of \$477,835.

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



Change Order

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

Kitchell CEM
4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Change Order No. 001
Project No.: 22-008
Date: July 20, 2022

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

Project: Solano Community College District
Vacaville - Aero Sewer Connection and Parking Expansion Project

To: Lister Construction
896 Aldridge Road, Suite B
Vacaville, CA 95688

The Contract is Changed as Follows:

PCO No.

001	Install of Geo-Grid soil stabilizer	\$18,270.00
002	Install of Concrete Curbs at Perimeter of Bio-Swale	\$8,688.00
003	Credit - Reduction in quantity of truncated domes at building entrance	(\$6,300.00)
004	Credit - Reduction in lineal foot of aluminum header installed	(\$2,600.00)

TOTAL COST OF CHANGE ORDER

ADD \$26,958.00
DEDUCT (\$8,900)

FINAL CHANGE ORDER AMOUNT

\$18,058.00

Original Contract Sum:	\$	459,777.00
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	459,777.00
Original Contract Sum will be Increased by This Change Order:	\$	18,058.00
The New Contract Sum Including This Change Order Will Be:	\$	477,835.00
The Original Contract Completion Date:		29-Jul-22
Contract Time Will be Changed by This Change Order:		4 days
The Current Contract Completion Date is:		2-Aug-22



Change Order

CONSTRUCTION

MANAGER:

Kitchell CEM

4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Date: _____

CIVIL ENGINEER:

CSW/ Struber-Stroeh Engineering Group, Inc.

5970 Stoneridge Mall Road, Suite 203
Pleasanton, CA 94588

Date: _____

CONTRACTOR:

Lister Construction

896 Aldridge Road, Suite B
Vacaville, CA 95688

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: CONTRACT AMENDMENT #1 TO SALLY SWANSON
ARCHITECTS, INC. FOR TIME EXTENSION FOR
PROFESSIONAL SERVICES FOR THE DISTRICT'S ADA
TRANSITION PLANNING AND MAPPING PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

On June 16, 2021 the Board approved a professional services contract to Sally Swanson Architects, Inc. (SSA) for planning and mapping consultant services for the District's ADA Transition Planning and Mapping 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: Renovating existing instructional space and equipment.

Ed. Code:	Board Policy:	Estimated Fiscal Impact:
		None

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheat
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

July 8, 2022

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

July 20, 2022

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO SALLY SWANSON
ARCHITECTS, INC. FOR TIME EXTENSION FOR
PROFESSIONAL SERVICES FOR THE DISTRICT'S ADA
TRANSITION PLANNING AND MAPPING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Due to the amount of time it is taking to collect and compile the necessary data to complete their scope of work, SSA requires additional time to complete the scope of work under this contract. In consideration of this, the Board is asked to approve this contract Amendment #1 to Sally Swanson Architects, Inc. for an extension of time through October 31, 2022.

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

AMENDMENT # 1 TO AGREEMENT

PARTIES

This **First Amendment** to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Sally Swanson Architects, Inc.** ("Consultant"), collectively the "Parties".

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 16, 2021 for **ADA Transition Planning and Mapping Consulting Services** ("Project"); and

WHEREAS, District and Consultant agree that additional time is required to complete the consulting services being performed;

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

AGREEMENT

1. Article 2 shall be revised to read:

Term. Consultant shall commence providing services under this Agreement on the 16th day of June, 2021 and will diligently perform as required and complete performance by the 31st day of October 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

Dated: _____, 2022

Dated: _____, 2022

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Sally Swanson Architects, Inc.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND PINER'S NURSING HOME**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

A renewal of the agreement between Solano Community College District and Piner's Nursing Home is presented for Governing Board approval. This agreement provides an assisted living and skilled nursing care facility for SCC's Registered Nursing students to obtain supervised clinical experience. This 3-year agreement shall be in effect as of July 21, 2022 and may be renewed for subsequent 3-year terms.

STUDENT SUCCESS IMPACT:

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

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: None

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

David Williams, Ph.D.
Vice President, Academic Affairs

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

ADDRESS

707 864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Piner's Nursing Home, Inc.** (hereinafter known as *HEALTH CENTER*) located at **1800 Pueblo Avenue, Napa, CA 94558**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 21 2022.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. SCHOOL shall complete and send to HEALTH CENTER a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. SCHOOL shall notify the HEALTH CENTER of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. SCHOOL shall designate a faculty member to coordinate with a designee of HEALTH CENTER in the planning of the Program to be provided students.
- D. Records. SCHOOL shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and HEALTH CENTER.
- F. Supervision. SCHOOL shall supervise all instruction and clinical experiences for students assigned in groups at the HEALTH CENTER.
- G. Health Policy. SCHOOL shall provide HEALTH CENTER, prior to a student's arrival at the HEALTH CENTER, with proof of immunity consistent with HEALTH CENTER employee health policy and notify the HEALTH CENTER if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of HEALTH CENTER would be placed at risk if treated by a particular student, HEALTH CENTER reserves the right to refuse to allow such student to participate in the clinical experience at HEALTH CENTER.
- H. Student Responsibilities. SCHOOL shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of HEALTH CENTER.
 - 2) Arranging for their own transportation and living arrangements when not provided by SCHOOL.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
- 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
- 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
- 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
- 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. *HEALTH CENTER* Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER's* Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER's* administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

It is expressly agreed and understood by *SCHOOL* and *HEALTH CENTER* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HEALTH CENTER* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HEALTH CENTER* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *HEALTH CENTER* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HEALTH CENTER*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Dane Reeves, Administrator
Piner's Nursing Home, Inc.
1800 Pueblo Avenue
Napa, CA 94558
Telephone: (707) 224-7925
Fax: (707) 255-0331
nhadministrator@piners.net

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D.
Dean, Health Sciences
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707) 864-7108
FAX: (707) 646-2062
Sheila.Hudson@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HEALTH CENTER

Piner's Nursing Home, Inc.

By: 
Dane Reeves

Title: _____
Administrator

Date: 6-6-22

SCHOOL

Solano Community College

By: _____
Celia Esposito-Noy, Ed.D.

Title: _____
Superintendent-President

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: MOU BETWEEN CALIFORNIA STATE UNIVERSITY,
SACRAMENTO AND SOLANO COMMUNITY COLLEGE
FOR DELIVERY OF THE BACHELOR OF ARTS IN
CHILD AND ADOLESCENT DEVELOPMENT DEGREE
COMPLETION PROGRAM**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

An MOU between CSU Sacramento and SCC for the delivery of the Bachelor of Art in Child and Adolescent Development (BA-CHAD) degree completion program is presented for Board approval. SCC will assist in the promotion, recruitment and outreach of the BA-CHAD program, and host a cohort of the program beginning Fall 2022. The BA-CHAD program will accept into the cohort all admissible SCC students who meet CSU Sacramento's admission requirements. This Agreement covers Fall 2022 through Spring 2026 and has no fiscal implications.

STUDENT SUCCESS IMPACT:

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

Ed. Code:

Board Policy:

Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

David Williams, Ph.D.
Vice President, Academic Affairs

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

ADDRESS

707 864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
AND
SOLANO COMMUNITY COLLEGE DISTRICT**

This Memorandum of Understanding (MOU) is entered into between California State University, Sacramento, hereinafter called SACRAMENTO STATE on behalf of its College of Continuing Education, hereinafter called CCE and Solano Community College District, hereinafter called SCCD.

WITNESSETH:

WHEREAS, Sacramento State is entering into this MOU with SCCD to recognize the partnership responsibilities for the delivery of the Bachelor of Arts in Child and Adolescent Development (BA-CHAD) degree completion program.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I. Purpose

The purpose of this agreement is to establish the responsibilities for the BA-CHAD degree completion program. SCCD will host, at no charge to CCE a cohort of students from CHAD settings beginning Fall 2022.

The offering of these courses will be delivered over eight (8) terms and is considered one cycle. This Agreement covers the Fall 2022 through Spring 2026 for Cohort 3.

II. Term and Termination

The term of this MOU shall commence on September 6, 2022 or as of the date of final execution whichever is later and shall continue until May 30, 2026. This MOU may be terminated at any time by the written agreement of both parties or upon 120 days' advance written notice by one party to the other.

III. Scope of Services

1. Administrative Coordination and Communication:

SCCD designee will meet regularly with the BA-CHAD faculty director CCE program coordinator to ensure the smooth delivery of the program and service to the cohort site participants.

2. Promotion, Recruitment and Outreach:

SCCD will assist in the promotion, recruitment and outreach of the BA-CHAD to interested SCCD students. SCCD will work collaboratively with CCE to schedule and provide rooms for on-site information sessions, advising sessions and new student orientations. In addition, SCCD will facilitate presentations to area stakeholders at appropriate area, cluster and regional meetings, conferences and other events. SCCD and CCE agree to allow non-SCCD students to take courses on-site on a space available basis. To be fiscally viable, a cohort site must maintain an average of 20 students.

3. Cohort:

- Optimal cohort size is established between 20-30 students.
- BA-CHAD program will accept into the cohort all admissible SCCD students who meet SACRAMENTO STATE'S admission requirements.
- If space is limited due to over enrollment, a second section may be established to accommodate all students.
- SCCD's continuing students or former students will have first priority for acceptance into the program.

4. Student Information:

- Information on students participating in the BA-CHAD program is considered confidential and cannot be released.
- FERPA. The Family Educational Rights and Privacy Act of 1974, as amended (FERPA), seeks to guarantee both a student's right of access to education records, financial aid records, and financial records, and the confidentiality of student information. Information otherwise protected by FERPA that is relevant to the student's performance at the Learning Site may be shared by University so long as it falls within the scope of the Sacramento State Student Consent for Release of Records which is signed by the Student. Neither party to this Agreement may disclose information protected by FERPA to any third party without the written consent of the student.

5. Facilities and On-Site Logistics:

- SCCD shall provide, at no cost to SACRAMENTO STATE OR CCE, a furnished training room/computer lab at the SCCD office:

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

- The training room shall:
 - Accommodate up to 30 adult students;
 - Have access to restroom facilities;
 - Have high-speed internet access;

- Be equipped with a computer and LCD projection system
- SCCD shall provide:
 - Custodial services for classroom;
 - Contact person to coordinate on-site logistics and to troubleshoot programs.

6. Adjunct Instructor Staffing:

SCCD may recommend potential cohort instructors who meet the minimum eligibility standards for adjunct instructors at SACRAMENTO STATE.

IV. General Provisions

a. Indemnification

Both Parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, employees or agents.

b. Insurance

Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this MOU.

c. Applicable Law

This MOU shall be construed in accordance with and governed by the laws of the State of California.

d. Nondiscrimination

During the performance of this MOU, the Parties shall not deny the benefits of the MOU to any person or discriminate against any employee, applicant for employment, or recipient of services on the basis of the actual or perceived race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), genetic information, military and veteran status, medical condition (including HIV and AIDS), physical or mental disability, and denial of family care leave. The Parties shall ensure that the evaluation and treatment of their employees, applicants for employment, and recipients of services are free from such discrimination and harassment.

e. Amendments

This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

f. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

g. Captions

Captions and headings in this MOU are solely for the convenience of the parties, are not a part of this MOU, and shall not be used to interpret or determine the validity of this MOU or any of its provisions

h. Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this MOU by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this MOU and shall have the same effect as copies executed and delivered with original signatures.

i. Independent Status

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto.

j. Force Majeure

The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay.

k. Entire Agreement

This MOU sets forth the entire agreement between the parties with respect to the subject matter herein and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

V. Execution

By signing below, each of the following represent that they have authority to execute this MOU and to bind the party on whose behalf their signature is made.

Solano Community College District

By: _____

Name: David Williams, Ph.D.

Title: Vice President, Academic Affairs

Date: _____

California State University, Sacramento

By: _____

Suzanne Swartz
Contract Management Specialist

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND VACAVILLE CONVALESCENT AND
REHABILITATION CENTER**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

A renewal of the agreement between Solano Community College District and Vacaville Convalescent and Rehabilitation Center is presented for Governing Board approval. This agreement provides an assisted living and skilled nursing care facility for SCC's Certified Nursing Assistant and Home Health Aide students to obtain supervised clinical experience. This 2-year agreement shall be in effect as of June 27, 2022 and may be renewed for subsequent 2-year terms.

STUDENT SUCCESS IMPACT:

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

Ed. Code: CCR 1427

Board Policy: 3520

Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

David Williams, Ph.D.
Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

July 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *FACILITY*) located at **585 Nut Tree Road, Vacaville, California 95687**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of June 27, 2022.

RECITALS

- A. *FACILITY* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates **Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) Program** which is accredited by the **California Department of Public Health Service**. *SCHOOL* desires its students to obtain practical experience at *FACILITY*'s Facility through participation in a clinical program for its **CNA or HHA** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience for a period of two years.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. *SCHOOL* will provide fifteen (15) CNA students at a time, for a period of seven (7) weeks, up to two (2) days per week, and only between the hours of 6:00 am and 8:00 pm per day.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FACILITY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. The student to faculty ratio shall not exceed 15 to 1 per rotation. *SCHOOL* shall notify the *FACILITY* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *FACILITY* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *FACILITY*.
- F. Supervision. *SCHOOL* shall provide immediate and direct supervision of all instruction and clinical experiences for students assigned to the *FACILITY*.
- G. Health and Background Policy. *SCHOOL* shall provide *FACILITY*, prior to a student's arrival at the *FACILITY*, with proof of immunity, physical examination, TB skin test and criminal background screening consistent with *FACILITY* employee health policy and notify the *FACILITY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FACILITY* would be placed at risk if treated by a particular student, *FACILITY* reserves the right to refuse to allow such student to participate in the clinical experience at *FACILITY*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *FACILITY*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
- 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
- 6) Students will adhere to *FACILITY*'s established performance and dress standards and will wear name badges identifying themselves as students.
- 7) Attending an orientation of the *FACILITY* provided by its staff and instructors.
- 8) Providing services to the *FACILITY*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *FACILITY*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *FACILITY* harmless from all liability and responsibilities therefore.

3. FACILITY'S RESPONSIBILITIES

- A. Clinical Experience. *FACILITY* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program.
- B. FACILITY Designee. *FACILITY* shall designate a member of *FACILITY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation. Facility staff may not be used to proctor, shadow or teach program students.
- C. Access to Facilities. *FACILITY* shall permit students enrolled in the Program access to *FACILITY* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *FACILITY*. Facilities include space for clinical conferences and access to *FACILITY*'s Medical Library.

- D. Withdrawal of Students. *FACILITY* may request *SCHOOL* to withdraw from the Program any student who *FACILITY* determines is not performing satisfactorily, or who refuses to follow *FACILITY*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *FACILITY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *FACILITY* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *FACILITY* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *FACILITY* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *FACILITY* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Nursing staff will not be decreased because students are assigned to the facility. Student shall perform in a training capacity only and shall not be utilized to provide patient care in lieu of trained professionals employed by the *FACILITY*.
- G. *FACILITY* must be in good standing with the Centers for Medicare and Medicaid Services (CMS) and not have any training enforcement restrictions.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND FACILITY

It is expressly agreed and understood by *SCHOOL* and *FACILITY* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *FACILITY* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *FACILITY* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *FACILITY* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *FACILITY*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *FACILITY* against liability arising from or incident to the use and operation of the *FACILITY* by the *SCHOOL*'s students and naming *FACILITY* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *FACILITY* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *FACILITY* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *FACILITY* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for two (2) years thereafter or until terminated by either party in accordance with Section 8C.

B. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 60 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

- H. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- I. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- J. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- K. Compliance with Law and Regulatory Agencies. *FACILITY* and *SCHOOL* shall comply with all applicable provisions of local, state and federal laws and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FACILITY*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *FACILITY*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *FACILITY*, its Medical Staff and Medical Staff departments.

Both parties shall comply with Federal and California laws regarding the use and disclosure of individual identifiable health information, in particular with the provisions of Health Insurance Portability & Accountability Act of 1996—HIPPA.

Both parties should comply with Occupational Safety and Health Administration (OSHA) policies and standards.

1. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to the *FACILITY*:

Joe Niccoli, Administrator
Vacaville Convalescent and Rehabilitation Center
585 Nut Tree Court
Vacaville, CA 95687
Telephone: (707) 449-8000
Fax: (707) 449-4166

2. Notice to the *SCHOOL*

Sheila H, Ed.D.
Dean, Health Sciences
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707) 864-7108
FAX: (707) 646-2062
Sheila.Hudson@solano.edu

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

FACILITY

**Vacaville Convalescent and
Rehabilitation Center**

By: 
Joe Niccoli

Title: Administrator
Administrator

Date: 24 June 2022

SCHOOL

Solano Community College

By: _____
Celia Esposito-Noy, Ed.D.

Title: _____
Superintendent-President

Date: _____

AGENDA ITEM 13.(x)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

**SUBJECT: THE LOCAL AGREEMENT FOR CHILD DEVELOPMENT
SERVICES (CCTR) FY2022-2023**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY: This agreement with the state of California, Department of Social Services dated July 1, 2022, General Child Care & Development Program shall be funded at a maximum reimbursable amount of \$431,237.00 The contract is effective from July 1, 2022 through June 30, 2023 for 191 days of child enrollment.

STUDENT SUCCESS IMPACT:

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

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

Lisa Neeley
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley

VICE PRESIDENT APPROVAL

July 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

FY 22/23 General Child Care Agreement

DATE: July 01, 2022**CONTRACT NUMBER:** CCTR-2299**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 48-7055-00-2**STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL 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; GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS (Program Requirements)*; the FUNDING TERMS AND CONDITIONS (FT&C)*, as approved by the State Agency referenced at: <https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources>. 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, 2022 through June 30, 2023. 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, based on the Agreement rate (which is the service county reimbursement rate as provided in MB 21-26 and 21-26E: <https://cdss.ca.gov/Portals/9/Additional-Resources/Letters-and-Notices/CCBs/2021/CCB21-26E.pdf?ver=2022-01-26-135931-260>), applicable to the sites, as located in the service counties, approved by the Child Care and Development Division, the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$431,237.00.

During the term of this Agreement, the Agreement rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 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 (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this Agreement shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. <https://www.cdss.ca.gov/inforesources/child-care-and-development/contractor-resources>.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 431,237 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 431,237	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	Child Development Programs			
	(OPTIONAL USE)			
	See Attached			
	ITEM	CHAPTER	STATUTE	FISCAL YEAR
See Attached				
OBJECT OF EXPENDITURE (CODE AND TITLE)				
702				

AGENDA ITEM 13.(y)
MEETING DATE July 20, 2022

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

TO: Members of the Governing Board

**SUBJECT: THE LOCAL AGREEMENT FOR CHILD DEVELOPMENT
SERVICES (CSPP) FY2022-2023**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☒ Consent OR ☐ Non-Consent

SUMMARY: This agreement with the state of California Department of Education dated July 1, 2022, California State Preschool Program shall be funded at a maximum reimbursable amount of \$568,910.00 The contract is effective from July 1, 2022 through June 30, 2023 for 191 days of child enrollment.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lisa Neeley
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley

VICE PRESIDENT APPROVAL

July 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-2299

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 FC# 93.596 PC# 000321 13609-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,115	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	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 FC# 93.575 PC# 000324 15136-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,828	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 314,294	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 \$ 314,294	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2022

CONTRACT NUMBER: CSPP-2584

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-2

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

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 SOLANO COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT TERMS AND CONDITIONS (CT&C)* and any subsequent changes to the CT&C*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with the CT&C, the CT&C will prevail. The Contract must meet the specifications of the CT&C except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract 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 contract.

The period of performance for this contract is July 01, 2022 through June 30, 2023. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in <https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrateattb.xlsx>, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$568,910.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 191

Any provision of this contract 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 contract.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ctc2022.asp>.

IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2022 unless rejected in writing by June 30, 2022.

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
\$ 568,910	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE) 0656			
\$ 0	23038-7055			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.010.	CHAPTER	STATUTE	FISCAL YEAR
\$ 568,910	6100-196-0001	B/A	2022	2022-2023
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702	SACS: Res-6105 Rev-8590		