

**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

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Janice David	Accountant	04/21/2022
Leon Dayrit	Non-Sworn Public Safety Officer	05/01/2022
Zhiyan Huang	Accountant	05/02/2022
Henry Ingle	Non-Sworn Public Safety Officer	05/01/2022
David Leos	Non-Sworn Public Safety Officer	05/01/2022
Pitou Lor	General Maintenance Worker	04/21/2022
Arthur Quezada	Non-Sworn Public Safety Officer	05/01/2022
Tony Zitko	Dean of External Programs	04/21/2022

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Vernon Cunningham	From Custodian to General Maintenance Worker	04/21/2022
Claudia Tenty	From Senior Information Reporter to Information Analyst	04/11/2022

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jotinder Takhar	Early Learning Center Supervisor	04/04/22 – 08/30/22

Salvatore Abbate
Human Resources

April 8, 2022

Date Submitted

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

April 20, 2022

Date Approved

Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Carmine Disu	From Accounting Specialist 1-Cash Control to Account Technician	07/01/2021

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Melissa Reeve	From Full-Time Professor to Dean, Research and Planning	01/04/22 – 12/31/22 Revised

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Deidre Robinson	Administrative Assistant IV-Mathematics and Science	04/15/2022

Professional Expert

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Brian Scott Green	Guest Presenter - Firefighter Survival	General Fund	04/07/22 - 5/31/22	NTE \$1,040

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Denise Coleman	Student Services Generalist -Academic Support Services	SEA Grant	4/21/22-6/30/22	\$18.10/hr.
Scott Ferguson	Student Services Generalist - Academic Support Services	SEA Grant	4/21/22 - 6/30/22	\$18.10/hr.
Elijah Harris	Custodian - Maintenance Department	General Fund	4/21/22 - 6/30/22	\$15.00/hr.
Katherine Sullenger	Student Services Generalist - Counseling EOPS	General Fund (50%) EOPS 50%	4/21/22 - 6/30/22	\$18.10/hr.

EMPLOYMENT 2022-2023

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rita Marcon	Biology (Anatomy/Physiology) Instructor (Tenure-Track)	08/11/2022
Maura Rabbette	Astronomy/Physics Instructor (Tenure-Track)	08/11/2022

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2022-2023 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Adrienne Cary	Computer Information Systems Instructor	30%
Sarah Donovan	Math Instructor	48.9%
Susanna Gunther	Math Instructor	50%
Candace Roe	Counselor	25%
John Urrutia	Computer Information Systems Instructor	40%

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:

03/04/2022	Vendor Payments	11113144-11113147	\$ 19,011.13
03/04/2022	Vendor Payments	11113148	\$ 162.00
03/04/2022	Vendor Payments	11113149-11113211	\$ 363,090.14
03/11/2022	Vendor Payments	11113212-11113219	\$ 73,435.53
03/11/2022	Vendor Payments	11113220	\$ 2,131.00
03/11/2022	Vendor Payments	11113221-11113223	\$ 14,107.26
03/11/2022	Vendor Payments	11113224-11113281	\$ 377,907.57

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$1,480,084.82

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

April 8, 2022

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

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

April 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:

03/18/2022	Vendor Payments	11113282	\$ 2,703.50
03/18/2022	Vendor Payments	11113283-11113286	\$ 35,536.50
03/18/2022	Vendor Payments	11113287	\$ 18,550.71
03/18/2022	Vendor Payments	11113288-11113332	\$ 126,267.82
03/25/2022	Vendor Payments	11113333-11113352	\$ 32,541.50
03/29/2022	Vendor Payments	11113353-11113417	<u>\$ 321,776.24</u>
	Warrant Table Listing	Total:	\$ 1,387,220.90
03/01/2022	RF Vendor Payments	13003757	\$ 6,939.41
03/04/2022	RF Vendor Payments	13003758-13003759	\$ 76,399.51
03/18/2022	RF Vendor Payments	13003760	\$ 1,700.00
03/22/2022	RF Vendor Payments	13003761	<u>\$ 7,825.00</u>
	Warrant Table Listing RF	Total:	\$ 92,863.92
			<u>\$1,480,084.82</u>
Total March Payments			

**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>
Alexandra Bartels	Contractor will provide Stage Manager services for the Spring 2022 Dance production.	April 21, 2022- May 31, 2022	Not to exceed \$500.00

Student Services

Shannon Cooper Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ronnē Sims	Contractor will provide workshop on the benefits of meditation for mental health, customized to address the specific cultural context of African American women.	April 21, 2022- May 31, 2022	Not to exceed \$500.00

Susan Wheet

Vice President, Finance & Administration

April 8, 2022

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

April 20, 2022

Date Approved

AGENDA ITEM 11.(d)
MEETING DATE April 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
Shannon Cooper Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Wilbert Cason	Contractor will present an interactive virtual workshop that will provide CalWORKs students with practical techniques for overcoming challenges and developing a winning mindset. Students will create a personalized vision plan; Developing a vision statement; Overcoming vision blocks; Creating a Vision Team; Building confidence to achieve amazing results.	June 7, 2022 - June 7, 2022	Not to exceed \$1,500.00
Damali Robertson LLC	Contractor will provide: A Spoken Word workshop on Women's Empowerment for IMANI Sisterhood program participants.	April 21, 2022– May 31, 2022	Not to exceed \$250.00

AGENDA ITEM 11.(d)
MEETING DATE April 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
Shannon Cooper Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tracey Lee dba/ Amplify Excellence	Contractor will train the CalWORKs students on the Oh Shift series virtually on June 2, and June 9, 2022 from 10:00 a.m.-1:00 p.m. Topics include: Self-awareness, Oh Shift!, Flow, Changes, Reactions, Personal Power and a final Commitment exercise. Modules include interactive exercises, activities, and handouts. Students will be provided with the Oh Shift by Jennifer Powers e-book (PDF version).	June 2, 2022 - June 9, 2022	Not to exceed \$3,000.00

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

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

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 21/22-34 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. 21/22-34 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: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

April 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 20, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**RESOLUTION NO. 21/22-34
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 April** by the following vote:

STUDENT TRUSTEE ADVISORY VOTE:

AYES:

NOES:

ABSENT OR NOT VOTING:

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



2022 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE'S
RANDOM DRAWING ORDER OF AUGUST 12, 2021

VOTE FOR NO MORE THAN SIX (6) CANDIDATES

1. Kenneth Brown, El Camino CCD*
2. Mary Ann Lutz, Citrus CCD
3. Jose Alcalá, Riverside CCD
4. Mary Strobridge, San Luis Obispo County CCD
5. Tamara Silver, Pasadena Area CCD
6. Danny Kelley, Redwoods CCD
7. Marcia Milchiker, South Orange County CCD
8. Stacy Davis, Palo Verde CCD
9. Juan Delgado, Yuba CCD
10. Ines De Luna, Napa Valley CCD
11. Lisa Petrides, San Mateo CCD
12. Sharon Pinkerton, Victor Valley CCD
13. Milton Richards, Yosemite CCD

* Incumbent

AGENDA ITEM 13.(c)
MEETING DATE April 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>
Pei-Lin Van't Hul	Principal Research and Data Analyst 14 years of service at SCC	04/30/2022

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

April 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 20, 2022

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH ASSETWORKS RISK
 MANAGEMENT INC., FOR FIXED ASSET
 MANAGEMENT AND SOFTWARE SERVICES**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Contract Agreement for fixed asset inventory service, preliminary reports, final reports and Master data file. Terms of agreement are as follows:

- Contractor will provide onsite asset inventory verification of fixed assets with an original cost of \$500 and greater
- Contractor will analyze the project scope and develop a work plan to coordinate, perform and provide a comprehensive and accurate physical inventory and verification

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: Provide accurate information regarding District Assets

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$55,000.00</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

April 8, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 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 ASSETWORKS RISK
MANAGEMENT INC., FOR FIXED ASSET
MANAGEMENT AND SOFTWARE SERVICES**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

- SCC agrees to assist in the pre-project planning and during inventory process by notifying key departments & contacts at all sites, ensuring access to all sites, rooms and buildings, and preparing current list of licensed vehicles to be included in final reports
- Contractor’s onsite asset inventory and verification will;
 - Verify asset existence based on scanned re-inventory
 - Confirm asset location by site, building and room level
 - Confirm custodial responsibility
 - Identify unrecorded assets such as additions, retirements, & transfers
 - Verify asset status and condition
 - Use portable data collection units to verify data and record any missing information
 - Use barcode tagging to record existing tag numbers and to apply a bar code tag where no tag exists and enter tag numbers and asset information into database
 - Buildings & structures will be included in normal costing and direct costing methodology as outlined in the Costing and Valuation section. Original cost will be based on the use of property insurance appraisal reports and trending current insurable value to estimated original cost as date of acquisition. Direct costing will be done based on information provided by the College for recent construction projects
- Upon completion of onsite field work and offsite valuations, contractor will provide:
 - Inventoried Assets (Matches), unrecorded additions (assets inventoried but not found in the College records), Unrecorded retirements (assets in College records but not found during inventory)
 - Preliminary reports will be sent via email for review. Upon acceptance AssetWorks will then prepare and deliver final reports in electronic and hard-copy format
 - The original final report will assist the College with meeting the financial reporting, external audit, accountability and stewardship requirements of College assets

A copy of the agreement is attached.



Proposal for Fixed Asset Inventory Services Solano Community College

Offered by:

AssetWorks Risk Management Inc.
400 Holiday Drive, Suite 200
Pittsburgh, PA 15220

Submitted to:

Solano Community College
Susan Wheet, MBA
VP of Finance and Administration
4000 Suisun Valley Rd
Fairfield, CA 94534

April 4, 2022

STATEMENT OF QUALIFICATIONS

AssetWorks is a wholly owned subsidiary of Constellation Software Inc. (Constellation), a leading, global provider of software and services to organizations in the public and private sector. Constellation is publicly traded on the TSX under the symbol CSU. For the fiscal year ending December 31, 2020, consolidated revenues were in excess of US \$3 Billion.

AssetWorks has unparalleled capabilities and expertise to support entities in accomplishing the challenges faced in meeting the financial reporting requirements of GASB Statement 34/35. The core of our success is our dedicated and qualified personnel. Our professional staff is comprised of full-time consultants who maintain affiliations with various professional associations focusing on the American Society of Appraisers (ASA). AssetWorks has a unique combination of highly skilled professionals and cutting-edge technology that allows us to assess, execute, and support each client’s fixed asset management requirements in a professional, timely, and cost-effective manner.



Financial Stability
AssetWorks’ is part of the Constellation family of companies, which are publicly-traded with annual revenues in excess of \$3B.



Public Entity Specialists
AssetWorks has provided fixed asset management services to public entities for three decades.



Accurate Inventory Records
On-site inventory services establish accurate capital asset records including useful life and depreciation.



Up-to-Date Asset Valuations
Supportable original cost, replacement cost, and actual cash value can be calculated for all capital assets.



Compliant Reporting
Reports for property accounting and tracking can be created to meet the needs of your organization and its auditors.



Asset Management Software
Keep asset records up-to-date and streamline internal procedures with solutions for asset and inventory management.

REFERENCES

AssetWorks has provided fixed asset management and software services to California colleges for over two decades. Please contact the customers below for a reference of our services:

Compton College	Santa Monica College
Compton, CA	Santa Monica, CA
Contact: Reuben James	Contact: Nyla Cotton, C.P.M.
Phone: (310) 900-1600 x2110	Phone: (310) 434-4495
Email: rjames@compton.edu	Email: cotton_nyla@smc.edu
Customer since 2011, fixed asset management services	Customer since 2018, fixed asset management services
Antelope Valley Community College	Ohlone Community College
Lancaster, CA	Fremont, CA
Contact: Sarah Miller	Contact: Alex Lebedeff
Phone: (661) 722-6300 x6688	Phone: (510) 659-6263
Email: smiller66@avc.edu	Email: alebedeff@ohlone.edu
Customer since 2009, fixed asset management services	Customer since 2017, fixed asset management services

Work Plan

AssetWorks staff will conduct an onsite inspection to perform an asset inventory and verification of fixed assets with an original cost of \$500 and greater. The resulting data will provide proper accountability and stewardship of capital assets, assist with the financial reporting requirements of GASB 34, and external audit requirements.

Planning & Project Coordination

After a thorough analysis of the required project scope, a work plan will be developed to coordinate, perform, and provide a comprehensive and accurate physical inventory and verification. The work plan will include:

- Initial project planning
- Inventory and verification schedule
- Identify current locations and organizations for asset ownership
- Finalize quality control procedures
- Confirm verification process
- Review deliverables

College Assistance

The success of this project substantially lies in the preparations and pre-project planning. We ask the College for assistance with the following:

- Notify key departments and contacts at each site of the project
- Enable access to all sites, buildings, and rooms (master keys where possible)
- Prepare a current list of licensed vehicles to be included in the final reports.

Asset Inventory Implementation Plan:

With over 30 years of fixed asset data collection and reconciliation experience, AssetWorks has married software functionality with smart hardware technology. Easy data capturing methods and full mobile database capabilities are the cornerstones of AssetWorks mobile asset inventory and reconciliation services. Mobile asset data collection and verification services are conducive to an accurate and efficient asset inventory and verification process by streamlining inventory workflow processes.

Asset Inventory Verification Work Plan	Schedule
Task 1-Project Planning	
➤ Establish project/client team	Week 1
➤ Establish communication plan	Week 1
➤ Review current fixed asset system	Week 1
➤ Obtain current fixed asset data in Excel format	Week 1
➤ Confirm Deliverables	Week 1
➤ Develop inventory schedule	Week 1
Task 2-Asset Inventory & Verification	
➤ Perform site inventory	Week 2-3
➤ Record asset location data elements (site/building/room)	Week 2-3
➤ Record pertinent asset data (manufacturer, model, serial, etc.)	Week 2-3
➤ Record existing tag or apply barcode tag	Week 2-3
➤ Assign original cost based on college information	Week 2-3
➤ Develop original cost (when not provided)	Week 2-3
➤ Assign normal life	Week 2-3
Task 3-Deliverables	
➤ Preliminary reports (Exceptions)	Week 10
➤ Review preliminary reports	Week 11-12
➤ Prepare final report	Week 13
➤ Master data file	Week 13

Asset Inventory Verification-Machinery, Furniture & Equipment

A detailed inspection and field inventory will be conducted at all buildings, identifying each asset by location, building and room. The on-site asset inventory and verification will:

- Verify asset existence based on scanned re-inventory
- Confirm asset location to the site/building/room level
- Confirm custodial responsibility
- Identify unrecorded assets such as additions, retirements, and transfers
- Verify asset status and condition

Our staff will use portable data collection units to verify the asset data and record any missing information including the following data:

- | | |
|--------------------------------|--|
| a. Asset Identification Number | i. Site/Location |
| b. Description | j. Building |
| c. Quantity | k. Room/Sublocation |
| d. Acquisition Date | l. Cost Information |
| e. Manufacturer | m. Funding Source (<i>provided by college</i>) |
| f. Model | n. Department |
| g. Serial Number | o. Normal Useful Life |
| h. Asset Account | p. Miscellaneous (e.g. old tag #) |

Barcode Tagging- AssetWorks staff will record the existing tag number or apply a bar code tag where no tag exists and enter the tag numbers along with all the corresponding asset information into the database. Our base fee includes the cost of all tags necessary for the inventory.

Buildings & Structures- The buildings/structures will be included based on both the normal costing and direct costing methodology as outlined in the Costing and Valuation section. The most recent property insurance appraisal report will be used to develop original cost based on trending the current insurable value to estimated original cost as of the date of acquisition. Direct costing will be performed based on information provided by the College for recent construction projects.

COSTING AND VALUATION

Our investigation of the property will follow generally accepted techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straight-line method of depreciation. We will determine original cost by using the following costing methods:

Direct Costing method will be used where historical data is readily available from College records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by the College to tie back original cost and dates of acquisition on recent acquisitions.

Standard Costing is used when inventoried property units/groups not matched to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.

Normal Costing method will be used where no historical information is readily available. These assets will be valued on a current basis and back trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the valuation research, our appraisers will examine all assets to determine original cost, defined as follows:

Original Cost is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

PROJECT DELIVERABLES

Reports will be presented in electronic format and include asset exception reports, draft reports, final detail summary reports as well as a master data file. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Reports will include:

Verification Process

Throughout the inventory process, the inventory data is analyzed for discrepancies and inventory exceptions. Upon completion of the onsite fieldwork and offsite valuations, a data match comparing the College provided fixed asset data to the database of information recorded during the onsite fieldwork resulting in the following reports:

- Inventoried Assets (Matches)
- Unrecorded Additions (assets inventoried but not found in College records)
- Unrecorded Retirements (assets in College records but not found during inventory)

**Asset verification results will vary based on the Colleges fixed asset record accuracy and detail within the current fixed asset listing. AssetWorks is not proposing a reconciliation service, determination of the asset status in the exception reports is the responsibility of the College.*

Preliminary Reports

Draft Summary and detail reports will be sent via email in .pdf format for review. We provide two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, AssetWorks will then prepare and deliver final reports in electronic and hard-copy format.

Final Reports

One original of the final report will be provided in electronic format. Our conclusions will assist the College with meeting the financial reporting requirements, external audit requirements and accountability and stewardship of College assets.

STATEMENT OF WORK

INTRODUCTION

This statement of work covers the professional services and products to be provided by AssetWorks Risk Management Inc. This SOW confirms the understanding of the scope, objectives, services, deliverables, and work product for this project.

VALUATION SERVICES TO BE PROVIDED

- On-Site Fixed Asset Inventory and Verification Services (\$500 Threshold)

PROPERTY TO BE INCLUDED

- Machinery and Equipment Fixed Assets (original cost of \$500 and greater)
- Buildings & Structures (trending of insurable value to estimated original cost)

PROPERTY EXCLUDED

- Land, Land Improvements, Infrastructure, Capital Improvements
- Equipment Assets with An Original Cost Less than \$500
- Licensed Vehicles (included based on College provided information)


VALUE PROVIDED

- Original Cost (Actual or Estimated)

DELIVERABLES

- Certification Letter
- Preliminary Reports
- Final Reports
- Master Data File

QUOTE

				
<p>Risk Management Inc. 400 Holiday Drive, Suite 200 Pittsburgh, PA 15220</p>				
FIXED ASSET INVENTORY AND VERIFICATION SERVICES FEES				
SERVICE				FEE
Asset Inventory Services-Machinery and Equipment				\$48,500
Asset Valuation-Trending Buildings				\$6,500
Total				\$55,000
<p>Notes: <i>* All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses. * AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.</i></p>				

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is effective November 10, 2021 (“Effective Date”) and entered into between AssetWorks Risk Management Inc. (“AssetWorks”), a Delaware corporation, located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 and Solano Community College (“Client”). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services.

1.1 **Services and Statements of Work.** In consideration of the fees paid by Client hereunder, AssetWorks will provide Client with the Services described in Statements of Work (each, a “SOW”) executed by the parties which reference this Agreement. The SOW will set forth the relevant project details. Project completion will be upon delivery of the final reports, which reports will be delivered to Client electronically via a link to AssetWorks’ proprietary application (“Application”). Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Client or (ii) ten (10) business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

1.2 **Access.** Client agrees to cooperate with AssetWorks in providing access to Client’s property and assets as required for AssetWorks to perform the Services. Failure to provide such access will cause delay in Service delivery and be subject to additional fees.

1.3 **A Summary Appraisal Report** will be provided by AssetWorks in the final reports package. This report includes Value Definitions, Effective Dates, Valuation Methodology, Summary Values and general Assumptions and Limiting Conditions for the valuation findings provided.

2. Intellectual Property Rights.

2.1 **Ownership.** AssetWorks owns all intellectual property rights in and to the Services any related data (excluding Client Data as defined below), documentation, techniques, tools, and software used by AssetWorks to deliver the Services. For clarity, Client obtains no interest in the Services except as expressly provided in this Agreement.

2.2 **Client Data.** Client shall retain all right, title, and interest in and to the Client Data provided by Client to AssetWorks in connection with the Services (collectively, “Client Data”). AssetWorks shall provide guidance to Client in determining the Client Data required by AssetWorks for purposes of performing the Services. Client agrees to provide AssetWorks with all data specifically requested, including documentation and information, in a timely manner. In its performance of the Services, AssetWorks will rely on the Client Data provided by Client. AssetWorks shall assume, without incurring liability therefore, that all Client Data provided by Client is correct and complete. If Client provides additional and/or corrected Client Data at a later date, AssetWorks’ efforts with respect to such additional and/or corrected Client Data shall be deemed additional Services and subject to additional fees. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this

Agreement to use Client Data to the extent necessary to perform the Services. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data.

3. Fees and Payment.

3.1 Fees. Client shall pay the Service fees set forth in the applicable SOW.

3.2 Payment. AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports. Unless otherwise provided in the SOW, Client agrees to pay all fees set forth in the applicable SOW within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the "term" of this Agreement.

4.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice. Either party may terminate any individual SOW in accordance with the terms stated in such SOW or, if no such terms, upon providing ninety (90) days' written notice to the other party.

4.3 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease using the Services and all SOWs will be deemed terminated. Client shall pay AssetWorks all fees due for Services provided through the date of termination in accordance with Section 3.2.

4.4 Suspension or Termination of Services. AssetWorks may suspend or terminate Client's access to the Services if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of notice. AssetWorks reserves the right to temporarily suspend the Services based on its good faith belief that it is necessary to protect the integrity of the Services.

5. Confidentiality.

5.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients,

marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Services and any related data, and any quantitative analysis of the Services or performance of the Services are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Representations and Warranties.

6.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

6.2 Limited Warranty. AssetWorks warrants it will perform the Services in accordance with the Agreement and any applicable SOWs. AssetWorks further warrants that all Services will be performed in a good and workmanlike manner in accordance with industry standards. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to re-perform the affected Services, provided that Client has given written notice to

AssetWorks within ninety (90) days of discovery of the non-conformance. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

6.3 Disclaimer of Warranty. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY WITH RESEPECT TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES, THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES, THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE, AND ANY IMPLIED WARRANTIES CONCERNING PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.4 Client Responsibilities. Client is responsible for maintaining a backup of Client Data on its computer system. AssetWorks will not be responsible for loss of or damage to any data or loss of use of any computer or network systems. Client acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Client providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network, and Client Data and (ii) Client's timely decision-making, notification of relevant issues or information and granting of required permission and/or approval. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services.

7. Indemnification.

7.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the Services within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

7.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the Services; (ii) replace or modify the Services so that it becomes non-infringing, without materially decreasing the functionality of the Services; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the Service fee paid by Client for the period in which the Services were affected by such infringement.

7.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the Services made by anyone other than AssetWorks; (ii) use of the Services in combination with any service, software, or other technology not supplied by AssetWorks or in which the Services were not intended to be used, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the Services contrary to the terms of this Agreement.

7.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

7.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to the exclusions set forth in Section 7.3 or violation of Section 2.2.

8. Limitation of Liability.

8.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

8.2 AssetWorks' entire liability under this Agreement or in any way related to the Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to the applicable SOW during the twelve (12) month period immediately preceding the Claim.

9. General.

9.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles.

9.2 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

9.3 **Modification and Waiver.** Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

9.4 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

9.5 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 5, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

9.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

9.7 Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

9.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

9.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

9.10 Entire Agreement. This Agreement, including SOWs or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

9.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Solano Community College

AssetWorks Risk Management Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **AGREEMENT WITH STRATA INFORMATION GROUP
(SIG) FOR ADDITIONAL SERVICES FOR ANNUAL
BANNER® DATABASE ADMINISTRATION (DBA)
SUPPORT CONSULTING SERVICES**

REQUESTED ACTION:

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

SUMMARY: Board approval is requested for an agreement for additional services with Strata Information Group, a company that specializes in IT consulting for Higher Education. SCCD has requested a proposal to provide additional services in conjunction with the annual Banner ® Database Administration (DBA) support for FY 21-22.

SCC Governing Board approved the original agreement on June 2, 2021. The first amendment to the agreement was approved by the SCC Governing Board on January 19, 2022. This is a request for a second amendment to the agreement for an additional 350 hours DBA and support. Total cost \$57,750.

A copy of the agreement is attached.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$57,750.</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

April 8, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 20, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Strata Information Group, Inc.
Statement of Work
(SOLANO-SOW151-DBA2122PH2)
March 29, 2022

Solano Community College District

DBA Support for FY21/22

Under the terms of this Statement of Work, Strata Information Group, Inc. (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SCCD has requested ongoing DBA support and detailed projects. Regular weekly scheduled hours for ongoing support are provided. These services will be provided remotely.

Proposed Services:

Tasks	Remote Hours	On-site Hours	# of Trips
• DBA – projects	110	0	
• DBA – weekly support	240	0	
• Travel			0
Total Weeks:	350	0	0

Summary of Estimated Costs:

Labor:	Travel Expenses:	Total Cost:
\$57,750	\$0	\$57,750

Notes:

- Rate: \$165/hour for on-site and remote delivered services.
- SIG will invoice monthly for the consulting hours.
- The hours estimate includes project management, preparation time, remote labor, and the development of engagement report(s).
- Travel expenses, ***if applicable:***
 - Travel time is capped at 8 hours per trip.
 - Travel expenses are estimated at \$1,800 per consultant, per trip.
 - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
 - Actual travel expenses may be lower or higher than estimated. Costs may be adjusted between the labor and travel expense categories to accommodate this as long as the total cost is not exceeded.
 - SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$55 per full on-site day \$41.25 per partial day.
- Costs exclude all state taxes, if applicable.

For Solano Community College District:

For Strata Information Group, Inc.

DocuSigned by:

Susan Wheet

107CC4E6EE384C3...

Mar-30-2022

Susan Wheet

Date

Vice President, Finance and Administration

DocuSigned by:

Henry A. Eimstad

5B8F9C55A1684B6...

Mar-29-2022

Henry A. Eimstad

Date

President

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

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #23

REQUESTED ACTION:

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

SUMMARY:

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

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

 4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

 (707) 863-7855

TELEPHONE NUMBER
 Susan Wheet
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

 April 8, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

 April 20, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #23

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Update #1 March 4, 2015	Update #5 March 1, 2017	Update #9 January 17, 2018
Update #2 March 16, 2016	Update #6 April 19, 2017	Update #10 March 21, 2018
Update #3 October 19, 2016	Update #7 December 6, 2017	Update #11 June 6, 2018
Update #4 January 18, 2017	Update #8 December 20, 2017	Update #12 June 20, 2018
Update #13 July 18, 2018	Update #14 September 5, 2018	Update #15 December 5, 2018
Update #16 February 6, 2019	Update #17 May 1, 2019	Update #18 November 20, 2020
Update #19 March 18, 2020	Update #20 October 7, 2020	Update #21 February 17, 2021
Update #22 November 17, 2021		

On April 2, 2014 the Board approved a Facilities Master Plan (FMP) and as stated at that time, periodic updates would be required. The Board adopted the ten-year 2020-2030 updated FMP, which represented 18 months of work by trustees, administrators, faculty, staff, students, and community members with assistance from the Gensler Group. This plan accounted for recent updates to the District Strategic Plans as well as State policy changes. The goal of this FMP was to provide focus for both Facilities and the Bond program over the next ten years. In response to the FMP Update, adopted by the Board on December 2, 2020, various changes to the Bond Spending Plan are recommended to implement the Facilities Master Plan Update 2020. Additionally, in September 2021, the District issued Series E of the Measure Q Bond Funds, this issuance was for \$50,000,000.

Bond Spending Plan Update #23 includes the following:

- Re-alignment and/or confirmation of funds allocated for on-going and active projects.
- Confirmation and/or re-alignment of funds allocated for On Campus Housing, Vacaville Classroom Annex HVAC/Roof Upgrade, Vacaville Aeronautics & Workforce Development Building (sub-project improvements to the parking lot and sewer connections), and Infrastructure Improvements (Solar Project Replace Substations Project, Pool Modernization Project, and Central Plant Replacement Project).
- Adjustment to the Reserve & Interest for the Measure Q Bond Program.

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #23, which follows.



BOND SPENDING PLAN

PROJECT NAME	08/20/14	UPDATE 22	UPDATE 23	UPDATE 23
	BOT APPROVED BSP	11/17/2021 BOT APPROVED BSP	04/20/2022 PROPOSED REVISION	04/20/2022 PROPOSED BSP
FF CAMPUS	\$ 87,800,000	\$ 82,117,070		\$ 82,467,070
Performing Arts Building (Phase 1 B1200 Renovation)	\$ 6,200,000	\$ 6,229,718	\$ -	\$ 6,229,718
Science Building (Phase I)	\$ 33,100,000	\$ 35,005,734	\$ -	\$ 35,005,734
Agriculture (Horticulture)	\$ 2,000,000	\$ 1,348,467	\$ -	\$ 1,348,467
Library/Learning Resource Center	\$ 21,800,000	\$ 23,300,000	\$ -	\$ 23,300,000
Science & Math Building (Phase 2)/B300 Renovation	\$ 8,000,000	\$ 2,000,000	\$ -	\$ 2,000,000
Performing Arts Building (Phase 2)/Costume Shops	\$ 13,700,000	\$ 233,151	\$ -	\$ 233,151
Career Technology Building (CTE)/B1600 & B1800 Mod	\$ 3,000,000	\$ 4,500,000	\$ -	\$ 4,500,000
Modernization B1400 (includes kitchen mod)	\$ -	\$ 4,000,000	\$ -	\$ 4,000,000
On-Campus Housing	\$ -	\$ 500,000	\$ 350,000	\$ 850,000
Early Learning Center Expansion	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000
VV CAMPUS	\$ 80,200,000	\$ 46,155,168		\$ 48,055,168
VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ 7,404,466	\$ -	\$ 7,404,466
VV Annex HVAC/Roof Upgrade		\$ 1,000,000	\$ 1,700,000	\$ 2,700,000
Biotechnology & Science Building	\$ 28,000,000	\$ 33,315,666	\$ -	\$ 33,315,666
Aeronautics & Workforce Development Building	\$ 15,000,000	\$ 1,884,730	\$ 200,000	\$ 2,084,730
Student Success Center/LRC	\$ 22,000,000	\$ 200,000	\$ -	\$ 200,000
Fire Training	\$ 7,000,000	\$ 200,000	\$ -	\$ 200,000
Vacaville Center HVAC Upgrade	\$ -	\$ 2,150,306	\$ -	\$ 2,150,306
VJ CAMPUS	\$ 80,200,000	\$ 47,836,954		\$ 47,836,954
Vallejo Prop Purchase Belvedere	\$ 4,800,000	\$ 4,794,343	\$ -	\$ 4,794,343
Autotechnology Building	\$ 19,600,000	\$ 23,735,961	\$ -	\$ 23,735,961
Site Improvements	\$ 5,100,000	\$ -	\$ -	\$ -
Vallejo Prop Purchase Northgate	\$ 6,800,000	\$ 6,871,471	\$ -	\$ 6,871,471
Student Success Center/LRC	\$ 22,000,000	\$ 200,000	\$ -	\$ 200,000
Career Technology Building/ECHS	\$ 21,900,000	\$ 10,100,000	\$ -	\$ 10,100,000
Vallejo Center HVAC Upgrade	\$ -	\$ 2,135,178	\$ -	\$ 2,135,178
INFRASTRUCTURE IMPROVEMENTS	\$ 37,800,000	\$ 88,642,331		\$ 89,092,331
IT Infrastructure Improvements	\$ 14,000,000	\$ 13,471,000	\$ -	\$ 13,471,000
Utility Infrastructure Upgrade (Energy)	\$ 23,800,000	\$ 24,671,331	\$ -	\$ 24,671,331
5 Megawatt Solar Installation	\$ -	\$ 10,500,000	\$ 3,500,000	\$ 14,000,000
Replacement Substations 3, 4 and 5	\$ -	\$ 8,500,000	\$ 2,250,000	\$ 10,750,000
Modernize Pool and Equipment	\$ -	\$ 2,500,000	\$ (1,800,000)	\$ 700,000
Central Plant Replacement	\$ -	\$ 16,000,000	\$ (3,500,000)	\$ 12,500,000
Water Conservation/Environmental Impact Improvements	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000
Underground Hydraulical Chilled & Hot Water Loops	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
HVAC Environmental Safety Upgrades	\$ -	\$ 6,500,000	\$ -	\$ 6,500,000
Underground 12,000 Volt Campus Loop	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000
ADA & CLASSROOM IMPROVEMENTS	\$ 19,200,000	\$ 32,833,959		\$ 32,833,959
Small Capital Projects	\$ 8,300,000	\$ 24,833,959	\$ -	\$ 24,833,959
ADA Improvements	\$ 10,900,000	\$ 8,000,000	\$ -	\$ 8,000,000
PLANNING, ASSESSMENTS & PROGRAM MGMT	\$ 25,400,000	\$ 48,736,000		\$ 48,736,000
Includes Program Management, Project PM/CM Services, District Staff, Professional Services, Assessments, Education Master Plan, Facilities Master Plan, District Standards & Updates, Bond Issuance	\$ 25,400,000	\$ 48,736,000	\$ -	\$ 48,736,000
RESERVE & INTEREST*	\$ 17,400,000	\$ 7,675,859		\$ 4,999,533
Program Reserve (5%)	\$ 17,400,000	\$ 7,117,111	\$ (2,700,000)	\$ 4,417,111
Treasury Fees (12/31/21)	\$ -	\$ 558,748	\$ 23,674	\$ 582,422
TOTAL BOND SPENDING PLAN	\$ 348,000,000	\$ 353,997,340		\$ 354,021,014
Bond Interest Earned (12/31/21)		\$ -	\$ 85,415	\$ 85,415

LEGEND:

No Color - Closed Projects

Yellow Color - Projects in Progress

Green Color - Future Projects

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION INC.
 FOR CONSTRUCTION SERVICES FOR THE
 AERONAUTICS NUT TREE FACILITY IMPROVEMENTS
 PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Lister Construction Inc. for the Aeronautics Nut Tree Facility Improvements Project. This project consists of the replacement and expansion of the existing parking lot, and the installation of a new sewer line at the District's hanger located at the Nut Tree Airport. This project will also include associated ADA (Americans with Disabilities Act) upgrades, parking lot lighting, and miscellaneous landscaping.

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: Renovate instructional space and update equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$459,777.00 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Susan Wheat
 V.P., Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 20, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LISTER CONSTRUCTION INC.
FOR CONSTRUCTION SERVICES FOR THE
AERONAUTICS NUT TREE FACILITY IMPROVEMENTS
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids for this project were due on March 31, 2022. The District received a total of five (5) bids for the Aeronautics Nut Tree Facility Improvements Project. Bids received were as follows;

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>TOTAL BID AMOUNT</u>
Lister Construction Inc.	\$ 437,883.00	\$ 459,777.00
TPA Construction	\$ 474,000.00	\$ 497,700.00
Pro Builders	\$ 488,000.00	\$ 512,400.00
Maggiora & Ghilotti	\$ 517,500.00	\$ 543,375.00
Vaca Valley Excavating & Trucking	\$ 540,975.00	\$ 568,024.00

* Total Bid Amount includes a 5% Owners Allowance.

It was determined that Lister Construction Inc. submitted the lowest responsible and responsive Base Bid. It is recommended that the Board award a contract to Lister Construction Inc. for the Total Bid Amount of \$459,777.00.

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

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION –
 MODERNIZATION BUILDING 1400 PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for initiation of the Modernization B1400 Project. Work done as part of this project includes upgrading the indoor ventilation by replacing HVAC equipment and controls to improve air circulation and air quality/control; and removal and replacement of the existing roof. Equipment and other minor improvements to the building will be considered in defining the full scope of work to be completed

The Board is asked to approve the initiation of the Modernization B1400 Project as described in the following Project Initiation Form.

STUDENT SUCCESS IMPACT:

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

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

Lucky Lofton
 Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheet
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 20, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	Fairfield _____	Date:	04/20/22 _____
Building Name(s):	Student Center/Bookstore _____	Project No.:	TBD _____
Project Name:	Modernization B1400/Kitchen Modernization _____		
Project Scope:	<u>Modernization B1400 Project consists of upgrading the indoor ventilation by replacing HVAC equipment and controls to improve air circulation and air quality/control. The existing roof will also be removed and replaced. Equipment and other minor improvements to the building will be considered in defining the full scope of work to be completed. The project includes the following components: planning, design, construction, and equipment procurement/ installation.</u>		
Project Cost Estimate:	\$ 4,000,000 _____	Building Square Footage:	30,976 _____
Construction Cost Estimate:	\$ 2,800,000 _____	Construction Cost/Sq. Ft.:	N/A _____
Funding Source(s):	Measure Q Bond Funds _____		
Design Consultant:	TBD _____		
Design Start Date:	April 2022 _____		
Construction Start/End Schedule:	May 2022 * / November 2027 _____		
Delivery Method:	Design-Bid-Build _____		
Comments:	<u>Project is part of the November 17, 2021 Board-approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	Noe Ramos _____		
Submitted by:	_____ Priscilla Meckley Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	_____ Priscilla Meckley Program Director Kitchell CEM		_____ Lucky Lofton Executive Bonds Manager Solano Community College District

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND PROJECT INITIATION –
MODERNIZE POOL AND EQUIPMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for initiation of the Modernize Pool and Equipment Project. Work done as part of this project includes demolishing the existing concrete pavement and tile surrounding the swimming pool and replacing it with new concrete and tile.

The Board is asked to approve the initiation of the Modernize Pool and Equipment Project as described in the following Project Initiation Form.

STUDENT SUCCESS IMPACT:

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

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

Susan Wheat
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 8, 2022

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

April 20, 2022

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	Fairfield _____	Date:	04/20/22 _____
Building Name(s):	Swimming Pool _____	Project No.:	TBD _____
Project Name:	Modernize Pool and Equipment _____		
Project Scope:	<u>The Modernize Pool and Equipment Project consists of demolishing the existing concrete pavement and tile surrounding the swimming pool and replacing it with new concrete and tile. The project includes the following components: design and construction.</u>		
Project Cost Estimate:	\$ 700,000 * _____	Building Square Footage:	20,150 _____
Construction Cost Estimate:	\$ 525,000 * _____	Construction Cost/Sq. Ft.:	N/A _____
Funding Source(s):	Measure Q Bond Funds and Scheduled Maintenance Funds _____		
Design Consultant:	TBD _____		
Design Start Date:	May 2022 _____		
Construction Start/End Schedule:	October 2022 / December 2022 _____		
Delivery Method:	Design-Bid-Build _____		
Comments:	<u>Project is part of the November 17, 2021 Board-approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	Noe Ramos _____		
Submitted by:	_____ Priscilla Meckley Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	_____ Priscilla Meckley Program Director Kitchell CEM		_____ Lucky Lofton Executive Bonds Manager Solano Community College District

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

**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, NAPA, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

A clinical experience agreement renewal between Solano Community College District and Piner’s Nursing Home, Napa, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing Certified Nursing Assistant or Home Health Aide students with a skilled-care nursing facility in which to train. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of John Muir Health, Concord, California.

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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: None</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

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

March 30, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 20, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Piner's Nursing Home, Inc.** (hereafter known as *HEALTH CENTER*) located at **2800 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 April 21, 2022.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "HEALTH CENTER").
- 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 *HEALTH CENTER*'s Facility through participation in a clinical program for its **CNA or HHA** students ("SCHOOL").
- 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. *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 *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. The student to faculty ratio shall not exceed 15 to 1 per rotation. *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* is responsible for all training and will provide immediate and direct supervision of all students in their assigned groups at the *HEALTH CENTER*. No *HEALTH CENTER* staff shall be used to proctor, shadow, or teach the students.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity, physical examination, TB skin test and criminal background screening 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 the *HEALTH CENTER* provided by its staff and instructors.
 - 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, but it shall not decrease staff because students are training in the Facility. 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. *HEALTH CENTER* 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 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 two (2) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent two (2) 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

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D.
Dean, School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707)864-7108
FAX: (707) 646-2062

- 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.

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.

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

SCHOOL

Piner's Nursing Home, Inc.

Solano Community College

By: _____
Dane Reeves

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

Title: Administrator

Title: Superintendent-President

Date: _____

Date: _____

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *HEALTH CENTER*) 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 April 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*:

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 Hudson, Ed.D.
Dean, School of 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

SCHOOL

**Vacaville Convalescent and
Rehabilitation Center**

Solano Community College

By: _____

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

Title: _____

Title: _____
Superintendent/President

Date: _____

Date: _____

AGENDA ITEM 13.(l)
MEETING DATE April 20, 2022

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

TO: Members of the Governing Board
**SUBJECT: RESOLUTION NO. 21/22-35 PROCLAIMING APRIL 2022 AS
ARAB AMERICAN HERITAGE MONTH**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval of Resolution No. 21/22-35 to proclaim April 2022 as Arab American Heritage Month.

STUDENT SUCCESS IMPACT:

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

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

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

Shannon Cooper, Psy.D
Vice President, Student Services

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Shannon Cooper
VICE PRESIDENT APPROVAL

April 8, 2022
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 20, 2022
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**PROCLAIMING APRIL 2022 AS ARAB AMERICAN
HERITAGE MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 21/22-35

WHEREAS Arab Americans have made significant contributions to the history, achievements, culture, and diversity of the United States;

WHEREAS it is important to pay tribute to the contributions of, and to understand the challenges faced by, the Arab American community during Arab American Heritage Month;

WHEREAS the Arab American community is essential to the fabric of our Nation;

WHEREAS President Joe Biden recognized National Arab American Heritage Month on April 1st, 2022;

WHEREAS California has the largest population of Arab Americans in the United States of America;

WHEREAS Solano Community College, as a public institution of higher education is dedicated to providing opportunities for all people so that can reach their highest potential; and

WHEREAS as an institution serving the community, Solano Community College is committed to offering public forums of interest to all segments; now therefore be it

RESOLVED, that the Solano Community College District Governing Board proclaims April 2022, as Arab American Heritage Month.

PASSED AND ADOPTED of April 2022, by the Governing Board of Solano Community College District.

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING APRIL 2022 AS ARAB AMERICAN
HERITAGE MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 21/22-35

(Continuing – Page 2)

**CELIA ESPOSITO-NOY, Ed.D.
SECRETARY**

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

TO: Members of the Governing Board
SUBJECT: 3rd QUARTER FINANCIAL REPORT - FY 2021-2022

REQUESTED ACTION:

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

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. VP Susan Wheet will present the budget report with anticipated changes, based on the end of the third quarter 2021-22 expenditures and needs. Additionally, the CCFS-311Q and CCFS-323 quarterly reports for the third quarter of FY 2021-2022 are attached for the Board’s review and information.

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>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
-------------------------	---------------------------	---------------------------------

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

April 8, 2022

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 20, 2022

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



<http://www.solano.edu>

**2021-2022 Budget Update
As of 03/31/2021**

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323 Report (Estimated Enrollment Fee Revenue)9



<http://www.solano.edu>

Budget Update Summary End of 3rd Quarter 2021-22

Fund 11 - Unrestricted Revenue:

- Property Taxes split out by category
- Other adjustments based on State Apportionment

Fund 11 - Unrestricted Expenses:

- Small adjustments throughout categories based on actual expenditures through 3/31/2022

Fund 11 - Unrestricted Ending Fund Balance & Composition:

- Beginning Fund Balance – Final beginning fund balance after completion of audit
- Estimated Payout for 2020/21 (Bucket System) – a majority of this has already been expensed.
- Reminder: STRS/PERS Reserve – moved from Fund 8901 due to audit team recommendation
- Stability Reserve – Increased due to additional beginning Fund Balance
- Added Non-Capitol Expenses Reserve
- Added Potential Salary Improvements over multiple years

Fund 12- Restricted Funds:

- Physical Plant - includes one-time maintenance allowance
- Health Center - includes total anticipated costs of having Instant Urgent Care on campus
- Parking – Adjusted based on not charging for parking
- Other Operating Expenses based on additional revenue

Fund 74 – Student Financial Aid

- HEERF adjustment based on final calculations
- Ending Fund balance adjustment after completion of audit
- Expenses based on other adjustments

SOLANO COMMUNITY COLLEGE DISTRICT
Proposed Budget after Quarter 3
FISCAL YEAR 2021-2022

GENERAL FUND: UNRESTRICTED [11]

	2021-22 Adopted Budget 9/15/2021	2021-22 Proposed Budget End of 2nd Qtr 12/31/2021	2021-22 Proposed Budget End of 3rd Qtr 3/31/2022	Change from 2nd Qtr
REVENUES:				
Enrollment Fees	\$ 3,856,185	\$ 3,856,185	\$ 3,404,507	\$ (451,678)
Property Taxes (State)	19,389,196	19,389,196	5,942,491	(13,446,705)
Property Taxes (Local/ERAF/RDA)			13,388,541	13,388,541
Education Protection Account	11,325,981	11,325,981	8,979,280	(2,346,701)
Ongoing State Apportionment	14,624,666	14,624,666	19,342,780	4,718,114
Hold Harmless/ <i>Stabilty</i> (Temporary)	3,768,803	3,768,803	3,593,201	(175,602)
Lottery	1,390,327	1,390,327	1,203,523	(186,804)
Other State Revenues	787,426	787,426	(1,814,143)	(2,601,569)
Other Local Revenues	1,534,883	1,534,883	2,637,286	1,102,403
TOTAL REVENUES	56,677,466	56,677,466	56,677,466	(0)
EXPENDITURES:				
Academic Salaries	22,272,601	22,000,000	22,272,601	272,601
Classified Salaries	10,520,559	11,000,000	10,520,559	(479,441)
Benefits	15,768,761	14,000,000	15,768,761	1,768,761
Supplies and Materials	607,245	350,000	628,318	278,318
Other Operating	6,158,770	8,000,680	6,110,278	(1,890,402)
Capital Outlay	71,950	50,000	99,369	49,369
Other Outgo	50,794	50,000	50,794	794
Contingency appropriation	250,000	250,000	250,000	-
TOTAL EXPENDITURES	55,700,680	55,700,680	55,700,680	-
REVENUES OVER (UNDER)	976,787	976,786	976,786	(0)
EXPENDITURES				
Prior Year Adjustments to Fund Balance	0	0	0	0
BEGINNING FUND BALANCE	10,244,795	21,990,132	26,775,754	4,785,622
ENDING FUND BALANCE	11,221,582	22,966,918	27,752,540	4,785,622
Fund Balance / Reserve Ratio	20.1%	41.2%	49.8%	8.6%
FUND BALANCE COMPOSITION				
Estimated amount paid out for 20/21 FY	n/a	2,640,216	330,000	(2,310,216)
Non-Capital Expense Reserve	n/a	n/a	1,000,000	1,000,000
Potential Salary Improvements (multiple years)	n/a	n/a	9,000,000	9,000,000
Fund Balance Reserved/Stability Reserve	2,857,549	5,027,926	6,112,506	1,084,580
Board Required Minimum 5% Reserve	2,605,508	2,785,034	2,785,034	-
Designated Reserve: Fund Balance-OPEB (soft) Reserve	4,000,000	4,000,000	4,000,000	-
STRS/PERS reserve (was listed previously as fund 7901, now 1105)	n/a	4,525,000	4,525,000	-
	\$	18,978,176	\$ 27,752,540	\$ 8,774,364

NOTE: Fund Balances currently under review - 'subject to change'.

SOLANO COMMUNITY COLLEGE DISTRICT
Proposed Budget after Quarter 3
FISCAL YEAR 2021-2022

GENERAL FUND: RESTRICTED [12]

	2021-22 Adopted Budget 9/15/2021	2021-22 Proposed Budget End of 2nd Qtr 12/31/2021	2021-22 Proposed Budget End of 3rd Qtr 3/31/2022	Change from 2nd Qtr
REVENUES/Award Amounts:				
Federal Programs -				
CARES/HEERF Student Support	7,780,823	-		-
CARES/HEERF Institutional Support	7,780,823	8,726,704	8,726,704	-
College Work Study	160,928	163,378	163,378	-
Perkins	430,933	437,946	437,946	-
TANF	42,719	52,529	62,782	10,253
Other Federal:	470,585	864,794	866,498	1,704
TOTAL Federal Programs	15,768,761	10,245,351	10,257,308	11,957
State Programs -				
Student Equity & Achievement (SEA)				0
Strong Workforce (Local and Regional)	2,963,494	5,630,701	5,630,701	0
Physical Plant & Instructional Support	2,100,000	3,349,920	3,349,920	0
EOPS	3,283,523	174,502	3,458,025	3,283,523
DSPS	414,317	540,499	540,499	(0)
College Promise	509,392	627,856	627,856	0
Cal Works	702,752	1,306,467	1,306,467	(0)
Financial Aid Administration (SFAA-BFAP)	253,468	336,734	290,806	(45,928)
Lottery	310,656	605,690	605,690	0
Other State Programs & Rollovers:	743,950	503,427	503,427	0
TOTAL State Programs	4,000,000	6,964,184	7,689,097	724,913
TOTAL State Programs	15,281,552	20,039,980	24,002,489	3,962,509
Local Programs -				
Health Center	240,000	157,543	240,000	82,457
Parking	75,000	342,156	75,000	(267,156)
Other Local Programs	170,000	1,433,825	1,618,524	184,699
TOTAL Local Programs	485,000	1,933,524	1,933,524	0
TOTAL REVENUES	31,535,313	32,218,855	36,193,321	3,974,466
EXPENDITURES:				
Academic Salaries		1,576,165	1,728,537	152,372
Classified Salaries		2,120,355	2,172,437	52,082
Benefits		1,071,881	1,238,510	166,629
Supplies and Materials		2,574,808	2,533,760	(41,048)
Other Operating		19,555,825	22,495,715	2,939,890
Capital Outlay/Equipment		3,223,427	3,313,668	90,241
Other Outgo/Student Awards		2,096,394	2,710,694	614,300
TOTAL EXPENDITURES	31,535,313	32,218,855	36,193,321	3,974,466
REVENUES OVER (UNDER) EXPENDITURES	0	0	0	0
FUND BALANCE INCREASE (DECREASE)	0	0	0	0
Prior Year Adjustments to Fund Balance	0	0	0	0
BEGINNING FUND BALANCE	3,956,161	3,536,497	3,536,497	0
ENDING FUND BALANCE	\$ 3,956,161	\$ 3,536,497	\$ 3,536,497	\$ -

NOTE: Fund Balances currently under review - 'subject to change'.

SOLANO COMMUNITY COLLEGE DISTRICT
Proposed Budget after Quarter 3
FISCAL YEAR 2021-2022

FINANCIAL AID [74%]

	2021-22 Adopted Budget 9/15/2021	2021-22 Proposed Budget End of 2nd Qtr 12/31/2021	2021-22 Proposed Budget End of 3rd Qtr 3/31/2022	Change from 2nd Qtr
REVENUES/Award Amounts:				
Federal Sources	\$ 11,698,424	13,594,212	15,285,893	1,691,681
State Sources	1,071,148	436,358	1,015,855	579,497
Local Sources	0	0	0	0
TOTAL REVENUES	12,769,572	14,030,570	16,301,748	2,271,178
Breakdown by Funding Source:				
Federal Programs -				
PELL	n/a	6,265,204	6,265,204	0
FSEOG-Fed.Supp.Educ.Oppor.Grant	n/a	164,500	184,584	20,084
Federal Direct Loan	n/a	499,506	657,368	157,862
Emergency Financial Assistance	n/a	591,167	591,167	0
CARES/HEERF Institutional Support		6,073,835	7,587,570	1,513,735
Total Federal Programs		13,594,212	15,285,893	1,691,681
State Programs -				
Cal Grant A	n/a	10,092	37,932	27,840
Cal Grant B	n/a	413,305	957,094	543,789
Cal Grant C	n/a	12,961	20,829	7,868
Total State Programs		436,358	1,015,855	579,497
Local Programs -				
Other Local Programs	n/a	0	0	0
Total Local Programs		0	0	0
TOTAL REVENUES	12,769,572	14,030,570	16,301,748	2,271,178
EXPENDITURES:				
Academic Salaries	0	0	0	0
Classified Salaries	0	0	0	0
Benefits	0	0	0	0
Supplies and Materials	0	0	0	0
Other Operating	0	0	4833	4833
Capital Outlay/Equipment	0	0	0	0
Other Outgo/Student Awards	0	17,567,067	16,323,693	(1,243,374)
Other Sources	0	0	-	0
Other Uses	(12,769,572)	0	0	0
TOTAL EXPENDITURES	(12,769,572)	17,567,067	16,328,526	(1,238,541)
REVENUES OVER (UNDER)				
EXPENDITURES	0	(3,536,497)	(26,778)	3,509,719
FUND BALANCE INCREASE (DECREASE)	0	(3,536,497)	(26,778)	3,509,719
Prior Year Adjustments to Fund Balance	0	0	0	0
BEGINNING FUND BALANCE	\$ 1,515,680	\$ 3,536,497	\$ 26,778	\$ (3,509,719)
ENDING FUND BALANCE	1,515,680	0	0	0

NOTE: Fund Balances currently under review - 'subject to change'.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2021-2022

District: (280) SOLANO

Quarter Ended: (Q3) Mar 31, 2022

Your Quarterly Data is Certified for this quarter.

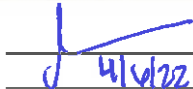
Chief Business Officer

CBO Name: Susan Wheat

CBO Phone: 707-864-7209

CBO Signature:

Date Signed:


4/6/22

District Contact Person

Name: Shannon Beckham

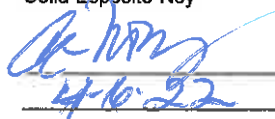
Title: Director of Fiscal Services

Telephone: 707-863-7810

Chief Executive Officer Name: Celia Esposito-Noy

CEO Signature:

Date Signed:


4-6-22

Fax: 707-863-7820

E-Mail: shannon.beckham@solano.edu

Electronic Cert Date: 04/06/2022

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:
ccfs311admin@cccco.edu

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD

Fiscal Year: 2021-2022

Quarter Ended: (Q3) Mar 31, 2022

District: (280) SOLANO

As of June 30 for the fiscal year specified

Line	Description	Actual 2018-19	Actual 2019-20	Actual 2020-21	Projected 2021-22
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	52,690,954	54,010,332	60,680,342	56,677,466
A.2	Other Financing Sources (Object 8900)	0	0	10,120	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	52,690,954	54,010,332	60,690,462	56,677,466
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	52,857,086	53,526,875	51,181,211	55,649,886
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	37,661	2,502	33,439	50,794
B.3	Total Unrestricted Expenditures (B.1 + B.2)	52,894,747	53,529,377	51,214,650	55,700,680
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-203,793	480,955	9,475,812	976,786
D. Fund Balance, Beginning					
D.1	Prior Year Adjustments + (-)	981,480	613,416	-1,566,869	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	16,215,151	16,624,774	17,299,942	26,775,754
E.	Fund Balance, Ending (C. + D.2)	16,011,358	17,105,729	26,775,754	27,752,540
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	30.3%	32%	52.3%	49.8%

II. Annualized Attendance FTES:

Line	Description	Actual 2018-19	Actual 2019-20	Actual 2020-21	Projected 2021-22
G.1	Annualized FTES (excluding apprentice and non-resident)	6,176.00	7,150.00	6,554.20	N/A

III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified date/year ended for each fiscal year 2018-19	2019-20	2020-21	2021-22
H.1	Cash, excluding borrowed funds		18,083,567	14,545,054	29,394,964
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	14,728,669	18,083,567	14,545,054	29,394,964

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Original Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	56,677,466	56,677,466	33,399,781	58.9%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	56,677,466	56,677,466	33,399,781	58.9%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	55,649,886	55,649,886	34,733,167	62.4%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	50,794	50,794	11,457	22.6%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	55,700,680	55,700,680	34,744,624	62.4%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	976,786	976,786	-1,344,843	
L.	Adjusted Fund Balance, Beginning	21,990,132	26,775,754	26,775,754	
L.1	Fund Balance, Ending (C. + L.2)	22,966,918	27,752,540	25,430,911	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	41.2%	49.8%		

V. Has the district settled any employee contracts during this quarter?

NO

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**
This year? **NO**
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)



ESTIMATED ENROLLMENT FEE REVENUE

District: SOLANO

4/15/2022 Report - Second Principal Apportionment				
	Fees Paid	Receivables	Total Fees	Total Fees for Apportionment Purpose ⁴
Revenue 1 Enrollment Fee ¹ (ECS ½ 76300)	3,408,798	3,256	3,412,054	3,343,813
Revenue 2 Enrollment Fee ¹ - Students from Bordering States (ECS ½ 76140(j))	0	0	0	0
Subtotal for Apportionment Funding ²	3,408,798	3,256	3,412,054	3,343,813
Revenue 3 Baccalaureate Degree Program Fee ³	112,216	0	112,216	
Total revenue (1+2+3)	3,521,014	3,256	3,524,270	

¹ Annualized enrollment fee revenue and receivables for courses beginning after the close of the prior year spring term through the close of the current year spring term.

² Subtotal should agree to the amount reported on the CCFS-311 (Object Code 8874) at the end of the fiscal year.


³ Per CCR Title 5 ½ 58520 (b), revenue generated from the fee for upper division coursework in a baccalaureate degree pilot program is not included in the apportionment adjustments described in EDC ½ 76300.

⁴ Per EDC ½ 84751 (a)(2), the board of governors shall subtract 98% of fee revenues collected pursuant to EDC ½ 76300.

Certification

I, the District Chief Business Officer, hereby certify that, to the best of my knowledge and belief, the data on this form are true and correct.

Chief Business Officer

Signature: 
 Typed Name: Susan Wheat
 Certify Date: 04/04/2022 09:51:08
 District: SOLANO

For Supplemental Information, Contact

Name: Susan Wheat
 Title: VP of Finance & Administration
 Phone: 707-864-7209
 Email: susan.wheat@solano.edu

EMAIL SIGNED CERTIFICATION PAGE TO:

apportionments@cccco.edu

Include your district, the fiscal year and reporting period in the email subject line.

Example: California CCD 2020-21 R1 Enrollment Fee Revenues

Electronic signatures are acceptable.

Print Report

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