

**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**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Bryant Williams	Sworn Public Safety Sergeant - 60%	04/18/2022 (Rescinded)

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Alonso Frias	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22
Makayla E Johnson	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22
Elizabeth Lopez Roark	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22
Shasta Millhollin	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22
Connor Van Alstyne	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22
Erika Vigil	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22
Allie M Will	Adjunct Athletics Instructor (not to exceed 67%)	06/01/22 – 08/05/22

**Reclassification**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Shannon Beckham	From Controller to Director of Business Services	04/01/2022

\_\_\_\_\_  
**Salvatore Abbate**  
Human Resources

May 6, 2022

**Date Submitted**

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

May 18, 2022

**Date Approved**

**Out of Class Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Osati Tarbell-DeOcampo	Early Learning Center Specialist	05/02/22 – 08/31/22

**District Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Robert Brown	Custodian 11 years and 7 months of service at SCC	04/20/2022

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kimberly Baker	Student Services Generalist - Counseling/EOPS (revised)	General - 50% EOPS/CARE - 50%	05/02/22 - 06/30/22	\$18.10/hr.
Janelle Barrera	Special Project - Applied Music Instruction Flute	General	03/21/22 - 05/19/22 (revised)	\$50.00/hr.
Lorena Perez	Police Services Technician	General	05/02/22 - 06/30/22	\$18.10/hr.
Matthew Pulanco	Outreach Specialist - Admissions & Records	SEA	05/31/22 -06/30/22	\$18.90/hr.
Maria Veliz Leon	Programs Specialist - Substitute - Early Learning Center	General Child Care/CCTR 50%; Child Start/ Early Head Start 50%	05/19/22 - 06/30/22	\$18.90/hr.
Sarah Wasley-Smith	Digital Media Marketing and Design Curriculum	Perkins	05/20/22 - 06/30/22	\$60.69/hr.
Bryant Williams	Sworn Public Safety Sergeant	General	05/02/22 - 06/30/22	\$40.00/hr.

**EMPLOYMENT 2022-2023**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Maria Isip-Bautista	Sociology/Social Justice Studies Instructor (Tenure Track)	08/11/2022
Amanda Morrison	Ethnic Studies Instructor (Tenure Track)	08/11/2022
Matthew Schweitzer	Biology Instructor (Tenure Track)	08/11/2022

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
John Perez	Distance Education Coordinator	General	07/01/22 – 08/10/22	\$64.87/hr.

**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:**

04/06/2022	Vendor Payments	11113419-11113442	\$ 62,150.84
04/06/2022	Vendor Payments	11113443-11113444	\$ 187.00
04/06/2022	Vendor Payments	11113445- void 4/8	\$ 0
04/07/2022	Vendor Payments	11113446-11113568	\$ 59,213.50
04/07/2022	Vendor Payments	11113491- void 4/8	\$ (1,908.00)
04/14/2022	Vendor Payments	11113569-11113581	\$ 522,953.62
04/14/2022	Vendor Payments	11113582-11113585	\$ 576,223.55

*CONTINUED ON NEXT PAGE:*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$3,264,955.37</i>
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**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**

May 6, 2022

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

May 18, 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:*

04/14/2022	Vendor Payments	11113586	\$ 32.56
04/14/2022	Vendor Payments	11113587-11113592	\$ 11,044.30
04/14/2022	Vendor Payments	11113593-11113644	\$ 648,349.78
04/20/2022	Vendor Payments	11113645-11113650	\$ 287,709.18
04/20/2022	Vendor Payments	11113651-11113652	\$ 30,893.87
04/20/2022	Vendor Payments	11113653-11113705	\$ 245,815.63
04/26/2022	Vendor Payments	11113706-11113713	\$ 320,593.29
04/26/2022	Vendor Payments	11113714	\$ 4,000.00
04/26/2022	Vendor Payments	11113715-11113716	\$ 2,048.50
04/26/2022	Vendor Payments	11113717-11113768	\$ 335,667.28
04/28//2022	Vendor Payments	11113768-11113811	<u>\$ 130,844.31</u>
	Warrant Table Listing	Total:	\$3,235,765.21
04/28/2022	RF Vendor Payments	13003762	\$ 1,012.66
04/29/2022	RF Vendor Payments	13003763	<u>\$ 28,177.50</u>
	RF Warrant Table Listing	Total:	\$ 29,190.16
Total April Payments			<b><u>\$3,264,955.37</u></b>

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Russell Leavitt	Contractor will provide lighting design services for the Spring 2022 dance production. Contractor will collaborate with staff for the production.	May 4, 2022- May 31, 2022	Not to exceed \$1,500.00
Ann Stoltz	Consultant will provide 40 hours of service to Nursing department. Services to include: review of current Nursing program procedures to ensure alignment with District policies and Ed Code as well as organization and development of a Nursing Handbook.	May 19, 2022- December 16, 2022	Not to exceed \$6,000.00
Bria Sanchez	Contractor will speak to students about her work as a graphic designer, her experiences at Solano CC and as a transfer student at UC Davis and offer student feedback and advice as a professional graphic designer.	May 20, 2022– June 30, 2022	Not to exceed \$200.00

**AGENDA ITEM** 11.(d)  
**MEETING DATE** May 18, 2022

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Carol Zadnik	Contractor will upload Summer 2022 term courses into Canvas (building course shells), and may include other Canvas related tasks.	May 19, 2022– June 2, 2022	Not to exceed \$446.24
John Mahmood	Guest speaker to speak about graphic design opportunities and ways to make your resumé stand out online.	May 25, 2022– June 30, 2022	Not to exceed \$150.00
Anne Segal	Contractor will be a guest speaker and will meet via zoom with students and community members. She will provide a live Q and A which will be recorded, and will offer insight into the professional life of a working illustrator.	May 24, 2022– June 30, 2022	Not to exceed \$200.00

**AGENDA ITEM** 11.(d)  
**MEETING DATE** May 18, 2022

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sarah Maokosy	Contractor will be a faculty representative for the Nasdaq Entrepreneurial Center (NEC) InternMatch program to match student interns with early stage startup companies. They will incorporate the “Think Like an Entrepreneur” tool kit modules into business courses to prepare students for internships with startup companies, participating in feedback sessions & surveys with the NEC to make improvements to the “Think Like an Entrepreneur” tool kit, provide office hours mentoring students in the InternMatch program and documenting any success stories from student participation in the InternMatch program.	May 18, 2022 - June 30, 2022  July 1, 2022 – December 31, 2022	Not to exceed \$3,250.00



**AGENDA ITEM** 11.(d)  
**MEETING DATE** May 18, 2022

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Gary Graves	Contractor will be a faculty representative for the Nasdaq Entrepreneurial Center (NEC) InternMatch program to match student interns with early stage startup companies. They will incorporate the “Think Like an Entrepreneur” tool kit modules into business courses to prepare students for internships with startup companies, participating in feedback sessions & surveys with the NEC to make improvements to the “Think Like an Entrepreneur” tool kit, provide office hours mentoring students in the InternMatch program and documenting any success stories from student participation in the InternMatch program.	May 18, 2022- June 30, 2022  July 1, 2022 - December 31, 2022	Not to exceed \$3,250.00

**AGENDA ITEM** 11.(d)  
**MEETING DATE** May 18, 2022

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Rafaela Cardona	Contractor will be a faculty representative for the Nasdaq Entrepreneurial Center (NEC) InternMatch program to match student interns with early stage startup companies. They will incorporate the “Think Like an Entrepreneur” tool kit modules into business courses to prepare students for internships with startup companies, participating in feedback sessions & surveys with the NEC to make improvements to the “Think Like an Entrepreneur” tool kit, provide office hours mentoring students in the InternMatch program and documenting any success stories from student participation in the InternMatch program.	May 18, 2022- June 30, 2022  July 1, 2022 - December 31, 2022	Not to exceed \$3,250.00

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Andrzej Kobylanski	Contractor will be a faculty representative for the Nasdaq Entrepreneurial Center (NEC) InternMatch program to match student interns with early stage startup companies. They will incorporate the “Think Like an Entrepreneur” tool kit modules into business courses to prepare students for internships with startup companies, participating in feedback sessions & surveys with the NEC to make improvements to the “Think Like an Entrepreneur” tool kit, provide office hours mentoring students in the InternMatch program and documenting any success stories from student participation in the InternMatch program.	May 18, 2022- June 30, 2022  July 1, 2022 - December 31, 2022	Not to exceed \$3,250.00

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Stephen Wright	Consultant will present via zoom from 4/17-5/31/22 Creatives in Conversation: Webinar event/panel speaker event. This event was originally planned as an in-person panel event on April 17, 2020 but has become an online webinar series. Information to be provided to students about their experience in creative careers, offering advice, encouragement, and resources. Event will showcase diverse perspectives and types of employment in the creative job market and allows students to interact and ask questions of the guests. Keywords: Perkins, Professional Development and CTE.	May 30, 2022- June 30, 2022	Not to exceed \$200.00

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Aerick Hood	Contractor is a Rise Up Animation Mentee who will be speaking to students about his experiences as an artist and animator offering them feedback and advice. Rise Up Animation created by professionals to provide support to People of Color with a goal of helping diverse talent Rise Up in the Animation Industry.	May 25, 2022- June 30, 2022	Not to exceed \$200.00

**Student Services**  
**Shannon Cooper Psy.D., Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Lindsey Divino Dbal/ Eaton Interpreting Services, Inc.	Contractor to provide interpreting services for deaf and hard of hearing students through the DSP program.	July 1, 2022- June 30, 2023	Not to exceed \$30,000.00

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

**TO: Members of the Governing Board**

**SUBJECT: DONATIONS**

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
Dr. H. E. Soufi 1037 Opal Drive Vacaville, CA 95687	1993 Toyota Corolla DX \$420.00	Automotive Technology

Acceptance of this donation is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

*Government Code: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gifts*

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

Susan Wheat  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7299

**TELEPHONE NUMBER**

Susan Wheat  
Finance & Administration

**VICE PRESIDENT APPROVAL**

May 6, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(a)  
MEETING DATE May 18, 2022

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 21/22-39 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. 21/22-39 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

May 18, 2022

**VICE PRESIDENT APPROVAL**

May 5, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**RESOLUTION NO. 21/22-39  
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 **18th day of May** by the following vote:

STUDENT TRUSTEE ADVISORY VOTE:

AYES:

NOES:

ABSENT OR NOT VOTING:

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



AGENDA ITEM 13.(b)  
MEETING DATE May 18, 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 &amp; Years of Service</u>	<u>Effective</u>
Juwan Vartanian	Early Learning Center Specialist 29 years and 10 months of service at SCC	06/30/2022

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**  
May 6, 2022

**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

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

May 18, 2022  
**DATE APPROVED B/Y SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: EEO MULTIPLE METHOD CERTIFICATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

The following EEO Multiple Method Certification is being presented to the Governing Board for approval. The EEO Multiple Method Certification was presented to the board as an information item at the May 4, 2022, board meeting. The attached describes the various activities that the district implemented in 2021-2022 to promote Equal Employment Opportunity for each of the nine Multiple Methods for hiring and promotion at the Solano Community College District. Details of the plan were provided to the Board at the May 4, 2022 meeting.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 87107</i>	<i>Board Policy: 4035</i>	<i>Estimated Fiscal Impact: \$50,000 received from CCCCCO</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

May 6, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

May 18, 2022  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



Equal Employment Opportunity Fund Multiple Method Allocation Certification Form Fiscal Year 2021-2022

District Name: Solano Community College

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes Method 2 (Board policies and adopted resolutions) Method 3 (Incentives for hard-to-hire areas/disciplines) Method 4 (Focused outreach and publications) Method 5 (Procedures for addressing diversity throughout hiring steps and levels) Method 6 (Consistent and ongoing training for hiring committees) Method 7 (Professional development focused on diversity) Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review) Method 9 (Grow-Your-Own programs) No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Salvatore Abbate Title: HR Director Signature: Date:

Chief Human Resources Officer

Name: Salvatore Abbate Title: HR Director Signature: Date:

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Celia Esposito-Noy Ed.D Title: President/Superintendent Signature: Date:

President/Chair, District Board of Trustees

Date of governing board's approval/certification:

Name: Sarah Chapman Ph.D Title: President/Chair, Board of Trustees Signature: Date:



**Equal Employment Opportunity  
Fund Multiple Method Allocation  
Certification Form  
Fiscal Year 2021-2022**

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district’s success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

**Nine (9) Multiple Methods**

**Mandatory for Funding**

1. District’s EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

**Pre-Hiring**

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

**Hiring**

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

**Post-Hiring**

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

**Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?**

- Yes**  
 **No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor’s Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district’s Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CLASSIFIED CSEA JOB DESCRIPTION:  
SCHEDULING ANYALST**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The following job description is presented for Governing Board approval. It establishes a new classified, CSEA position. The position will perform complex tasks related to the input and updating of faculty and class schedules, statistical reporting and faculty pay calculations. Ensures accuracy of schedule and employee load calculations in accordance with State and College/Collective bargaining requirements. This position will be placed at a range 15 on the CSEA salary schedule.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$48,379.92 Plus Benefits Yearly</i>
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**SUPERINTENDENT’S RECOMMENDATION:**     **APPROVAL**     **DISAPPROVAL**  
 **NOT REQUIRED**                                     **TABLE**

Salvatore Abbate  
Human Resources

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**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

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**ADDRESS**

707-864-7281

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**TELEPHONE NUMBER**

---

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

---

**VICE PRESIDENT APPROVAL**

---

May 18, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

---

May 6, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE: Scheduling Analyst**

**BASIC FUNCTION:** Under direction of the assigned manager, the employee performs complex tasks related to the input and updating of faculty and class schedules, statistical reporting and faculty pay calculations. Ensures accuracy of schedule and employee load calculations in accordance with State and College/Collective bargaining requirements.

**REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other job-related duties may be assigned.**

Work collaboratively with the division offices to ensure schedule and faculty load is accurate and completed in accordance with the schedule development calendar.

Data entry of the college schedule of classes

Modify and maintain a variety of databases and files

Prepare, calculate, and process faculty payroll forms including the creation and distribution of payroll memos. Prepare and distribute related error reports

Compile information for federal, state and district reports

Verify data and resolve discrepancies

Monitor faculty assignments for adherence to District policies and procedures and class assignment limitations

Update faculty reassigned time reports

Establish and maintain effective and cooperative working relationships with others.

Provide on-going training to staff in requirements/functions of schedule development

Maintain master classroom inventory in the software system

Communicate effectively with others to disseminate or explain information

Design, produce and distribute the instructional calendar

Assist in preparing and proofing material for published schedule of classes

Compile and check statistical data for enrollment and financial reporting.

Order office supplies and materials

Oversee work of temporary employees

Operate standard office equipment, mainframe computer terminals and microcomputers; utilize word processing, spreadsheet, data base management, graphics and desktop publishing software.

Perform job-related duties as assigned.

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

**EDUCATION AND EXPERIENCE:**

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

AND

Graduation from high school

AND

Three years of experience related to the duties of the position

OR

Two years' experience as Administrative Assistant 4 at Solano Community College

**LANGUAGE SKILLS:**

- Ability to proofread District publications
- Ability to read, analyze, and interpret general business periodicals, journals, technical procedures, or governmental regulations.
- Ability to read, interpret, apply and explain program policies and requirements.
- Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to effectively present information in person or on the telephone to administrators, staff, students or the public.

- Ability to prepare clear, concise, accurate and complete statistical reports..
- Ability to effectively provide training to others.

**MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

**REASONING ABILITY:**

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal effectively with problems involving variables in standardized situations.
- Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.
- Ability to exercise good judgment and discretion in handling confidential and sensitive matters.
- Ability to analyze information, anticipate problems, and resolve them effectively.

**CERTIFICATES, LICENSES, REGISTRATION:**

None are required for this classification.

**OTHER SKILLS AND ABILITIES:**

- Demonstrate knowledge of modern office practices, procedures and equipment, including letter and report writing, financial and statistical record keeping, receptionist and telephone techniques.
- Operate mainframe computer terminals and microcomputers including word processing, data base management, spreadsheet, graphics and desktop publishing software.
- Operate office equipment including copier, calculator, facsimile machine and others.
- Operate an electronic keyboard at an appropriate rate of speed and accuracy.
- Format, type, proofread and distribute documents and other written materials.
- Learn laws, regulations and policies related to assigned areas of responsibility.
- Learn class schedule construction.
- Learn relevant sections of the California Education Code and other laws and regulations concerning California Community College curriculum and articulation.
- Learn publishing and printing procedures.
- Learn facilities utilization principles.
- Use word processing, spreadsheet, desktop publishing, and data base management computer software effectively.
- Perform assigned work with speed and accuracy.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural,



- and ethnic backgrounds, including the disabled.
- Maintain records and files.
- Meet schedules and timelines.
- Plan and organize time and work effectively.
- Work independently with minimum supervision.
- Type and format an accurate class schedule.
- Maintain and update extensive computer records and files.

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

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

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

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

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

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

Board approved:

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

**TO: Members of the Governing Board**

**SUBJECT: BAY AREA COMMUNITY COLLEGE CONSORTIUM  
 STRONG WORKFORCE PROGRAM REGIONAL FUND  
 AGREEMENT BETWEEN CABRILLO COMMUNITY  
 COLLEGE DISTRICT AND SOLANO COMMUNITY  
 COLLEGE**

**REQUESTED ACTION:**

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

**SUMMARY:** Board approval is requested to accept the Bay Area Community College Consortium Strong Workforce Program Regional Fund Agreement administered through Cabrillo Community College District. Total revenues under this agreement will be \$813,090 for the period of July 1, 2021 through December 31, 2023.

**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: \$813,090 revenue</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Susan Wheet  
 Vice President, Finance & Administration

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**PRESENTER'S NAME**

4000 Suisun Valley Rd.  
 Fairfield, CA 94534

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**ADDRESS**

707-864-7209

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**TELEPHONE NUMBER**

Susan Wheet  
 Vice President, Finance & Administration

---

**VICE PRESIDENT APPROVAL**

May 6, 2022

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**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

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May 18, 2022

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**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**BAY AREA COMMUNITY COLLEGE CONSORTIUM  
STRONG WORKFORCE PROGRAM REGIONAL FUND AGREEMENT  
BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
and  
Solano CCD on behalf of Solano Community College**

This Agreement is between Cabrillo Community College District, hereinafter referred to as “Fiscal Agent,” and Solano CCD on behalf of Solano Community College, hereinafter referred to as “Subrecipient”. The Fiscal Agent and Subrecipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover Strong Workforce Program allocations and schedules identified in Exhibit B. This agreement may be extended to include additional Allocations through amendments to Exhibit B.

WHEREAS, the Fiscal Agent has received funds for the Strong Workforce Program Regional Consortia allocation from the California Community Colleges Chancellor’s Office (hereinafter “Sponsor”), for the purpose of implementing the program entitled Strong Workforce Program established by Education Code Sections 88820-88826 (hereinafter “Program”).

WHEREAS, the Fiscal Agent has been designated as the Regional Fiscal Agent for the Program for the Bay Area Community College Consortium (hereinafter “BACCC”) and is responsible for dispensing, monitoring and auditing sub-grants developed with each community college district within the region once spending decisions have been authorized by the CTE Regional Consortium as stipulated in Strong Workforce legislation.

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

WHEREAS, the Subrecipient is a community college district, located within the boundaries of the regional consortium, and agrees to participate in the BACCC in accordance with the rules and procedures as approved by the Prime Sponsor and as stipulated in the Strong Workforce Program.

NOW, THEREFORE, the Parties agree as follows:

**1. PERIOD OF PERFORMANCE**

The period of performance for this Agreement is specified in Exhibit B of this agreement, unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

Extensions to this agreement may be made through amendments to Exhibit B.

## **2. CERTIFIED PROJECT PLANS**

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Plans contained in NOVA ([nova.cccco.edu](http://nova.cccco.edu)). Certified Project Plans covered by this agreement are those plans entered on the on-line Regional Strong Workforce Program platform, NOVA, in which the Subrecipient has committed Strong Workforce Program 40% Regional funds on one or more budget line items, and which have been fully completed and formally *certified*, indicating the Subrecipient's certification that their expenditures in the project meet the intention and requirements of the Strong Workforce Program legislation. Such certified Project Plans shall fully detail the scope of work to be performed. By signing this Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Plans will be binding under this Agreement without further action by the Parties.

Subrecipient agrees to make the investments and to conduct the work as described in the Certified Project Plans submitted by or on behalf of the Subrecipient. Subrecipient agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages
- Goal C: Ensure equity in participation, completion, and employment

## **3. TIMELY SUBMISSION AND UPDATING OF CERTIFIED PROJECT PLANS**

In order to ensure timely and full expenditure of funds Subrecipient shall submit and certify Project Plans in NOVA, with budgets equal to the funds allocated to Subrecipient as shown in Exhibit B, by the deadlines established and communicated by the Chancellor's Office and BACCC. It is understood that Subrecipient's portfolio of projects and their budgets will evolve over time.

## **4. COLLABORATION**

Where plans involve multiple Subrecipients, all Parties agree to work collaboratively with all other Subrecipients specifically referenced in the Project Plans in order to complete the Scope of Work and meet reporting requirements.

## **5. ALLOCATION**

The total payment due to Subrecipient for performance under this Agreement is set forth in Exhibit B and is known as the Allocation. Exhibit B may be modified under the following circumstances:

- Transfer of funds to or from other colleges to carry out collaborative projects
- Reallocation of regional direct-to-college funds (see following paragraph)

- Recalculation of total regional allocations by the Chancellor's Office
- Direction from the Chancellor's Office
- Reallocations made by vote of the BACCC member colleges

Whereas the region is collectively responsible for fully expending the regional allocation within the specified timeline, and whereas failure to do so can result in a reduced allocation in the following round, it is necessary to have a process for reallocating funds when Subrecipients are unable to fully spend their allocation. In order to ensure the region is able to fully expend its allocation Subrecipient should regularly monitor its rate of expenditures and contact BACCC to discuss reallocation of funds as soon as possible if it becomes evident that Subrecipient may be unable to fully expend Allocation. BACCC will initiate a discussion about possible reallocation if the Subrecipient has not reported expenditures in NOVA equal to the amount of the advance payment listed in paragraph 7 by the end of the fourth quarter prior to the close of the performance period. If Subrecipient is unable to fully expend Allocation according to the established timeline, currently active or future allocations may be diminished by an amount equal to the under-expenditure.

## 6. BUDGET

Subrecipient agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Subrecipient in the Certified Project Plans submitted on NOVA ([nova.cccco.edu](http://nova.cccco.edu)) in accordance with Section 2, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Subrecipient in accordance with the terms and conditions of both this Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office as published in the guidance section on the Strong Workforce Program website: [StrongWorkforce.net](http://StrongWorkforce.net)

If there is a reduction in funding to the Fiscal Agent by the Chancellor's Office, the Fiscal Agent reserves the right to reduce Allocations to the Subrecipient up to and including a requirement to cease all expenditures of funds covered by this agreement with a 30-day notice. If such reductions occur, the subrecipient will be required to adjust the number of projects and the scope of projects in NOVA to accommodate the reduction in funding.

Subrecipient understands that the Allocation must be fully expended according to the schedule specified in Exhibit B. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds for the Allocation are fully spent or released and reallocated to another college that can fully spend the funds within the specified timeline.

## **7. PAYMENT**

The Fiscal Agent shall make payments to the Subrecipient up to the amounts listed in Exhibit B.

Thirty percent (30%) of the Allocation will be issued as an advance payment to Subrecipient. With the exception of the advance payment, the Fiscal Agent shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding the amounts listed in Exhibit B.

## **8. INVOICES**

Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs by Project. The first invoice for reimbursement must provide documentation for costs paid for with the advance as well as for those expenses for which reimbursement is requested. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year, simultaneously with the final annual fiscal report. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request additional back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Invoices should be submitted electronically to Fiscal Agent contact named in Exhibit A. Final invoices for all performance for the allocation under this Agreement are due simultaneously with the final fiscal report.

## **9. REPORTING**

Subrecipient agrees to provide fiscal and programmatic progress reports and a final report according to the schedule provided by and as required by the California Community College Chancellor's Office and the Bay Area Community College Consortium. Subrecipient will be provided with thirty days notice of any changes to the reporting schedule.

## **10. MODIFICATIONS**

### **Modifications to Plan Budgets**

Modifications to the budgets, as detailed in the Certified Project Plans, are allowed without prior approval, as long as all budget items comply with the Strong Workforce Program requirements and authorized uses of funds and the purpose of the expenditures are clearly aligned with the Certified Project Proposal's description, intended outcomes, and workplan. When this is not the case either a new Project Proposal should be entered into NOVA and certified or the existing Project should be uncertified and modified to bring the Project Proposal and budget into alignment.

### **Transfer of Funds Between Projects**

For projects that are fully contained within a college and have no other participating colleges, funds may be transferred from one project to another at the discretion of the Subrecipient. Projects affected by such transfers must have their description, intended outcomes and workplan adjusted as necessary to maintain alignment with the reallocated budget. Project Plan budgets must be updated in the online NOVA system to reflect these reallocations.

### **New Projects**

New Projects, made possible through the reallocation of funds, should be entered into the NOVA system and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation.

### **11. TIME EXTENSIONS**

Subrecipient must spend the funds allocated through this Agreement within the timeframes as specified in Exhibit B.

### **12. CONTACTS**

All invoices, supporting documentation, progress reports, and requests for modifications from the Subrecipient will be submitted online or via email to [help@baccc.net](mailto:help@baccc.net) as directed by BACCC. Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts. Contacts may be updated at [swpcontacts.baccc.net](http://swpcontacts.baccc.net)

Both Parties agree to notify the other, in writing, within 30 days of changes to project contacts.

### **13. INTELLECTUAL PROPERTY**

Any work product resulting from this Agreement falls under the California Community Colleges Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

### **14. SUBCONTRACTS**

The Subrecipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Subrecipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

### **15. RECORDS AND AUDITS**

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.
- B. The Subrecipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to

maintain such records relevant to the expenditure of each Allocation for possible audit for a minimum of three (3) years after the final payment for that particular Allocation or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.

If any audit or other actions involving the records for a particular Allocation has been started before the expiration of that Allocation's performance period, the records must be retained for that Allocation until the completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

## **16. NOTICES**

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current. Contact information is specified in Exhibit A, Contacts. Updates to contacts should be posted to [swpcontacts.baccc.net](http://swpcontacts.baccc.net)

## **17. TERMINATION**

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of Fiscal Agent under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Subrecipient. In the event that such funding is terminated or reduced, Fiscal Agent shall provide the Subrecipient with written notification of such determination and Fiscal Agent shall reimburse the Subrecipient for costs incurred up to the termination date insofar as it is able to do so from the pool of remaining State funds allocated to the Fiscal Agent. If Subrecipient has not fully spent funds advanced by the Fiscal Agent, Subrecipient agrees to return to Fiscal Agent funds unspent as of the date of reduction or termination. Notice shall be deemed served on the date of receipt by the Subrecipient; with receipt determined by certified mail delivery confirmation. Upon termination or reduction, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

## **18. DISPUTES**

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and



provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Subrecipient a written request to appeal said decision. Pending final decision of the appeal, Subrecipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

#### **19. INDEMNIFICATION**

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

#### **20. INSURANCE**

Acceptance of this agreement constitutes that Subrecipient is not covered under Fiscal Agent's general liability insurance and that Subrecipient agrees, during the term of this Agreement, to maintain, at the Subrecipient's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Subrecipient shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation – Subrecipient shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of Subrecipient, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured

- B. General Liability - The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability - If automotive vehicles are operated by Subrecipient in Subrecipients performance of Subrecipient's obligations under this agreement, Subrecipient shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Subrecipient shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Subrecipient shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

*"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."*

## **21. INDEPENDENT CONTRACTOR**

The Subrecipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Subrecipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Subrecipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Subrecipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subrecipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Subrecipient's employees or independent subcontractors. The Subrecipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

## **22. ASSURANCES**

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code Sections 88820-88826, and with the guidance documents provided by the California Community College Chancellor's Office as posted on the

Guidance section of the Strong Workforce Program website: [strongworkforce.net](http://strongworkforce.net)

By signing this Agreement the Subrecipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

### **23. COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

### **25. WAIVER**

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

### **26. ORDER OF PRECEDENCE**

Any inconsistency or conflict between provisions in this agreement shall be resolved by giving precedence in the following order: (a) Exhibit B; (b) Regional Fund Agreement.

### **27. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **28. AGREEMENT IS COMPLETE**

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

**29. SIGNATURES**

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the Cabrillo Community College District and Solano CCD on behalf of Solano Community College, and are binding upon the Parties without any further action by the Parties.

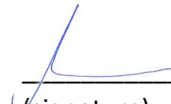
IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT  
Cabrillo Community College District  
Alex Strudley  
Director, Procurement and General Services

SUBRECIPIENT  
Solano CCD  
Susan Wheet  
VP of Finance and Administration

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

  
\_\_\_\_\_  
(signature)

05/03/2022  
\_\_\_\_\_  
(date)

Solano Community College  
Celia Esposito-Noy  
Superintendent-President

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**Exhibit A - Contacts      Strong Workforce Program Fund Agreement****Solano Community College**

<b>Primary SWP Contact</b> Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.	<b>Maire Morinec</b> Faculty Coordinator through 6/2022 Maire.Morinec@solano.edu (707) 863-7162 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	<b>Lisa Neeley</b> Faculty Coordinator through 2023 Lisa.Neeley@solano.edu (707) 864-7287 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534
<b>Authorized Signers</b> Person authorized to sign contracts on behalf of the college.	<b>Susan Wheat</b> VP of Finance & Administration Susan.Wheat@solano.edu (707) 864-7209 Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534	<b>Celia Esposito-Noy</b> Superintendent-President Celia.Esposito-Noy@solano.edu (707) 863-7820 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534
<b>Fiscal Contact</b> Person responsible for submitting or reviewing the financial reports to ensure they are backed up in General Ledger system. Usually from the college or district's business office.	<b>Sylvia Ramirez</b> Accountant Sylvia.Ramirez@solano.edu (707) 864-7000 ext. 4508 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	
<b>Reporting Contact</b> Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.	<b>Maire A. Morinec</b> Faculty Coordinator Maire.Morinec@solano.edu (707) 864-7155 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534	<b>Lisa Neeley</b> Faculty Coordinator through 2023 Lisa.Neeley@solano.edu (707) 864-7287 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534
<b>BACCC/Cabrillo CCD</b>		
BACCC Regional Operations Manager	<b>Kate Raymundo</b> kate@baccc.net 831-477-3246	
Director, Regional Fiscal Operations	<b>Tootsie Torres</b> tootsie@baccc.net 831-477-5555	
<b>BACCC Website</b> <a href="http://baccc.net">baccc.net</a> <a href="http://baccc.net/swp-contracts">baccc.net/swp-contracts</a>	<b>Mailing Address</b> BACCC c/o Cabrillo College 6500 Soquel Drive Aptos, CA 95003	

**Exhibit B: BACCC Strong Workforce Program Approved Allocations**

Between Cabrillo CCD, Fiscal Agent for BACCC and Solano CCD on behalf of

Solano Community College

Expenditure Period For Funds	Regional Direct-to- College Base Allocation	Regional Incentive Fund Allocation	Regional Augementation Allocation	RJV Fund Award	Funds Redirected FROM Another College	Funds Redirected TO Another College	TOTAL CONTRACT FUNDS
7/1/2021- 12/31/2023	604,023	88,917	148,483			28,333	<b>813,090</b>

TRANSFER DETAILS

Reason	Incoming	Outgoing	Transferring Institution
Nurse Educators RJV Cost Share		(8,333)	Evergreen Valley College
Bay Area Summer CyberCamps R6 Cost Share		(10,000)	Diablo Valley College
Netlab R6 RJV Cost Share		(10,000)	Cabrillo College

BACCC REVIEW

\_\_\_\_\_  
Rock Pfothenauer, BACCC Chair

\_\_\_\_\_  
(date)

By signing below, the Parties agree to the terms and conditions set forth in the Master Agreement between the Cabrillo Community College District and Solano CCD, and are binding upon the Parties without any further action by the Parties.

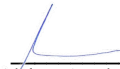
FISCAL AGENT

Cabrillo Community College District  
Alex Strudley  
Director of Procurement and General Services

SUBRECIPIENT

Solano CCD  
Susan Wheel  
VP Of Finance & Administration

\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

05/03/2022  
\_\_\_\_\_  
(date)

Celia Esposito-Noy  
Superintendent-President  
Solano Community College

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT APPROVAL WITH DANNIS WOLIVER KELLEY  
 (DWK) FOR LEGAL SERVICES FOR FISCAL YEARS 2022-2024**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to approve the two-year agreement with DWK for legal services for the fiscal years 2022-2024. This will be the first time a two-year agreement will be offered. There will be no changes to the billing ranges during this time. However, some of the individuals working on Solano matters hourly rates may increase within the ranges stated.

For the 2022-2024 fiscal years, the rate ranges are \$265 to \$375 per hour for Shareholders and Of Counsel; \$245 to \$300 per hour for Special Counsel; \$130 to \$195 per hour for Paralegals and Law Clerks. The rate for Gregory Dannis and Shareholder Emeritus will be \$395 to \$450 per hour. Mr. Dannis' hourly rate will be \$450.

**STUDENT SUCCESS IMPACT:**

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

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

Susan Wheet  
 Vice President, Finance & Administration

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

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Susan Wheet  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 6, 2022

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**



**CLARISSA R. CANADY**  
Attorney at Law  
ccanady@DWKesq.com

**San Francisco**

---

May 6, 2022

**VIA EMAIL**

Dr. Celia Esposito-Noy  
Superintendent  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197

Re: 2022-2024 Agreement for Professional Services

Dear Dr. Esposito-Noy:

For more than 45 years, we have provided legal advice and counseling services to California school and community college districts. We appreciate more than ever the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. Together, we have met the challenges of a worldwide pandemic and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will support you with our full range of expertise to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for the 2022-2023 and 2023-2024 school years which includes some new terms enabling us to better meet current and future challenges on your behalf. The top end of rate ranges for our different attorney groups will increase by \$5 to \$15 dollars; however, for the first time, we are providing a two-year Agreement. This means there will be no changes to the billing ranges during this time period, although individual attorney hourly rates may be adjusted within the existing ranges.

We are excited to add the category of "Shareholder Emeritus" so that attorneys with decades of experience who have stepped back from active firm management can continue to offer you the highest level of legal expertise. We have added sections to comply with new laws in the areas of fingerprinting and vaccinations. Finally, our modes of communication and providing advice have been updated to keep pace with technology.

**SAN FRANCISCO**  
200 California Street  
Suite 400  
San Francisco, CA 94111  
TEL 415.543.4111  
FAX 415.543.4384

**LONG BEACH**  
444 W. Ocean Blvd.  
Suite 1070  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

**SAN DIEGO**  
750 B Street  
Suite 2600  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

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

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

**BERKELEY**  
2087 Addison Street  
2nd Floor  
Berkeley, CA 94704  
TEL 510.345.6000  
FAX 510.345.6100

**FRESNO**  
7170 N. Financial Drive  
Suite 135  
Fresno, CA 93720  
TEL 559.388.5802  
FAX 559.388.5803

[www.DWKesq.com](http://www.DWKesq.com)



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

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

Best regards,

DANNIS WOLIVER KELLEY



Clarissa R. Canady

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on May 6, 2022, by and between the Solano Community College District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2022, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred seventy-five dollars (\$375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred dollars (\$300) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty-five dollars (\$265) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars (\$395) to four hundred fifty dollars (\$450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be \$450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for, or attending meetings with or for District, it may be necessary for Attorney to work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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

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

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

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

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

**CONSENT TO USE OF E-MAIL AND CLOUD SERVICES.** In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such e-mail transmissions with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

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

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Dr. Celia Esposito-Noy  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY



\_\_\_\_\_  
Clarissa R. Canady  
Attorney at Law

\_\_\_\_\_  
May 6, 2022

\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO AEDIS ARCHITECTS FOR THE  
FAIRFIELD CAMPUS BUILDING 300 MODERNIZATION  
PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of a professional services contract to AEDIS Architects for architectural and engineering services for the Fairfield Campus Building 300 Modernization Project. On April 7, 2021 the Board approved a contract for AEDIS Architects to conduct an Initial Study to determine the feasibility of this project. The study has since been completed, and it was determined that this project should move forward.

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: Modernization of existing instructional space.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$ 218,735 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Susan Wheet

VP, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 6, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO AEDIS ARCHITECTS FOR THE  
FAIRFIELD CAMPUS BUILDING 300 MODERNIZATION  
PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The scope of the project includes a partial modernization of Building 300 on the Fairfield Campus. Improvements to the building will include an HVAC system upgrade, roofing replacement, restroom upgrades, partial abatement, ADA upgrades as required, and any additional items as permitted by the project budget.

The Consultant's scope of work includes architectural and engineering services for the completion of the Design Documents, Construction Administration, DSA (Division of the State Architect) Certification, and Project Closeout.

A proposal was requested from AEDIS Architects based upon their successful completion of the project's Initial Study, general understanding of the District's Design and Construction Standards, and familiarity with the Fairfield Campus. AEDIS Architects is part of the District's approved Architect Pool, which was Board-approved at the April 17, 2019 Board Meeting.

AEDIS Architects is recommended for award of this contract for the Building 300 Modernization Project.

The Board is asked to approve a professional services contract to AEDIS Architects in the amount not to exceed \$218,735.00

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: CONTRACT AWARD TO AEDIS ARCHITECTS FOR THE SWIMMING POOL CONCRETE DECK REPLACEMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services agreement to AEDIS Architects for design services for the Swimming Pool Concrete Deck Replacement Project. Since its original installation in 1971, the concrete pavement and tile surrounding the swimming pool has deteriorated over time and is past its life expectancy. Many efforts have been made to patch the original concrete surface and surrounding tile, but these efforts have only resulted in temporary relief, as the patches break away and concrete continues to crack and turn to rubble.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$163,965 State Scheduled Maintenance Funds and Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheet
VP, Finance & Administration

VICE PRESIDENT APPROVAL

May 6, 2022

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Dr. Celia Esposito-Noy
Superintendent-President

May 18, 2022

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO AEDIS ARCHITECTS FOR THE  
SWIMMING POOL CONCRETE DECK REPLACEMENT  
PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This project is to demolish the existing concrete pavement and tile surrounding the swimming pool and replace it with new concrete and tile, as well as ADA improvements to address existing non-compliant conditions.

The scope of work for the design team includes full architectural and engineering services for all phases of the project, including design and construction administration, and Division of State Architect (DSA) project submittal and certification.

A proposal was requested from AEDIS Architects based upon their qualifications and experience on projects of similar scope. AEDIS Architects is listed on the District's pre-qualified pool of architecture firms. AEDIS Architects' proposal was reviewed and is appropriate for the scope of work requested.

Funding for this project will be a combination of the State's Scheduled Maintenance and Special Repairs funds and Measure Q Bond funds.

The Board is asked to approve a professional services contract with AEDIS Architects, in the amount not to exceed \$163,965.

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:** **LEASE AGREEMENT EXTENSION TO WILLIAMS  
SCOTSMAN, INC. FOR MODULAR BUILDING**

**REQUESTED ACTION:**

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

**SUMMARY:**

On April 15, 2015 the Board approved an agreement with Williams Scotsman, Inc. for installation and lease of four (4) modular buildings initially used as swing space for educational purposes. On October 19, 2016 the Board approved a lease extension on two (2) of the modular buildings for continued use as swing space followed by use by the Bond Program Management operations through May 2018. On March 21, 2018 the Board approved a lease extension for these two (2) modular buildings, which continued to house the Bond Program Management operations. On April 15, 2020, the Board approved another two-year lease extension for these two (2) modular buildings. The leases are set to expire this month (May 2022).

*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: Infrastructure that supports Measure Q Bond Program operations

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$49,600 Measure Q Funds</i>
------------------	----------------------	--

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

Lucky Lofton  
Executive Bonds Manager  


---

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  


---

**ADDRESS**

(707) 863-7855  


---

**TELEPHONE NUMBER**

Susan Wheat  
VP, Finance & Administration  


---

**VICE PRESIDENT APPROVAL**

May 6, 2022  


---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

---

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

---

May 18, 2022  


---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: LEASE AGREEMENT EXTENSION TO WILLIAMS  
SCOTSMAN, INC. FOR MODULAR BUILDING**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

With the ongoing Bond Program and operational support staff continuing under contract through May 2024, it has been determined that one (1) of the modular buildings – the larger of the two (2) located adjacent to Building 1200 - should be retained through at least May 2024. This lease extension will allow for uninterrupted Bond Program management. It is proposed that the lease be extended through May 2024 at this time.

The other modular building will be returned, as it is no longer needed to support the Bond Program and operational support staff. The cost to knockdown and return this modular building is included in this approval as an allowance.

The Board is asked to approve a lease extension to one (1) lease with Williams Scotsman, Inc. and to provide an allowance for knockdown and return of the other modular building for the total amount of \$49,600.

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



AMENDMENT TO LEASE AGREEMENT  
(LEASE TERM RENEWAL)

LESSEE:  
SOLANO COMMUNITY COLLEGE DISTRICT  
4000 SUISUN VALLEY RD  
FAIRFIELD, CA 94534

EQUIPMENT LOCATION:  
4000 SUISUN VALLEY ROAD  
FAIRFIELD, CA 94534

Contract Number: 921571  
Equipment Serial/Complex Number: CPX-71922  
Value: \$53,696.00

By this Amendment, **Williams Scotsman, Inc.** and the Lessee (listed above) agree to modify the original lease agreement, dated 05/19/2015 (“Lease Agreement”) as set forth below.

1. The rental term for the equipment identified above, shall be renewed from 05/19/2022 through 05/18/2024 (the “Lease Renewal Term”).
2. The rental rate during the Lease Renewal Term shall be \$935.55 plus applicable taxes, which Lessee agrees to pay Lessor in advance as set forth in the Lease during the Lease Renewal Term.
3. Knockdown and return freight shall be at Lessor’s prevailing rate at the time the Equipment is returned.
4. No additional add-ons.
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: SOLANO COMMUNITY COLLEGE DISTRICT LESSOR: WILLIAMS SCOTSMAN, INC.

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

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

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

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

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

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

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

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

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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #20 TO  
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #20 to the contract with BHM Construction, Inc. (BHM), the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM for the Fairfield LLRC Project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide complete functionality of new LLRC building

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$130,389 State/Measure Q - \$0 CARES Act</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 Wheat  
V.P., Finance & Administration

**VICE PRESIDENT APPROVAL**

May 6, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #20 TO BHM  
CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

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

- Remove Omni-locks and replace with panic hardware at doors 113-A & 130-D.
- Repair sheetrock due to relocation of door operator for doors at south entrance.
- Grout fire sprinkler pump base.
- Drywall repairs to relocate skylight compressor control switch.
- Convert specified Class B fire alarm to District's Class A system.
- Add call wires to fire sprinkler pump and correct wire size through J-box.
- Provide wiring and conduit between transfer switch and generator at Substation 4.
- Add signal wire from backup generator to elevators for Fire Department notification.
- Add flat plug extensions for drinking fountains.
- Add auxiliary contacts from shunt trip monitor for elevator fire alarm.
- Elevator re-inspection fees.
- Install exterior fire gong (bell).
- Paint structural restraint brace "not-attachment" zones contrasting color.
- Relocate door operator from door 110-C to door 100-D.
- Add site lighting to breaker in LLRC.
- Add interior sign ID.04-134.
- Rework interior finishes around window used for water infiltration test.
- Rework elevator pit lighting, install locking handle to hatch, remove alarm and reprogram system.
- Add cost of premium time for Substation 4 shutdown to disconnect and safe off existing Building 100.
- Install wiring for Primex Clock receiver antenna.
- Paint cane rails contrasting color/add paint stripe to stair nosing at tiered seating steps.
- Add landscaping due to unforeseen conditions and District requests.
- Added work for Otis Elevator at the elevator shafts

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

Following is a summary of the Contract:

\$30,279,100.00	Original Contract Amount
\$2,742,359.02	Previously Approved Change Orders (19)
\$130,389.00	Proposed Change Order #20
<hr/>	
\$33,151,848.02	NEW Contract Amount, Including Change Order #20

The Board is asked to approve this Change Order #20 to BHM Construction, Inc. in the amount of \$130,389.00 resulting in a new contract amount of \$33,151,848.02.



# Change Order

**Solano Community College District**

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

Change Order # 20  
 Project Number: 19-009  
 Date: 18-May-22

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

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

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

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

**The Contract is Changed as Follows:**

<u>PCO No.</u>		
212.2	Remove Omni-lock and add exit device (panic hardware) to doors 113-A & 130-D. Code	\$2,306.00
219	Sheetrock repair due to door operator relocation for doors at south entrance	\$767.00
211	Grout Fire Sprinkler Pump base. Requested by manufacturer's representative	\$969.00
214	Drywall work as a result of skylight control switch relocation per owner request.	\$1,268.00
222	Fire Alarm conversion from specified Class B system to the District's Class A system	\$9,917.00
223	Add "call" wires to fire pump and correct wire size to main pump controller. Incorrect size on construction document	\$3,982.00
224	ATS to generator control wire type and conduit not identified on contract documents	\$1,961.00
231	Added signal wire from backup generator to elevators for Fire Department notification	\$12,729.00
232	Add flat plug extensions to drinking fountains	\$204.00
234	Add auxiliary contacts from shunt trip monitor for elevator fire alarm per State Inspector	\$1,385.00
236	Elevator re-inspection fees resulting from State Inspector corrective requirements not in scope	\$6,697.00
237	Install exterior fire alarm gong (bell) per State Inspector	\$3,062.00
238.1	Paint BRB "no-attachment" zones contrasting color per IOR	\$3,493.00
219.B	Relocate door operator from door 110-C to door 100-D	\$2,491.00
82.B	Add site lighthing on south and west side to home-run to new LLRC not identified on contract documents	\$33,327.00
240	Add interior sign ID.04-134 not in scope	\$393.00
167	R&R finishes around interior of window used for water test requirements	\$1,072.00
231.B	R&R elevator pit lighting, install locking latch handle at pit hatch, remove and re-program alarm device.	\$8,090.00

243	Premium time for substation 4 shutdown to disconnect and safe off Bldg 100	\$412.00
244	Install wiring for Primex Clock receiver antenna. Location not identified on contract documents	\$1,715.00
245	Addition of contrasting paint on cane rails and stripe on tiered seating setps	\$6,787.00
230.1	Additional landscaping for unforeseen conditions and District request	\$24,197.00
203	Added work for Otis Elevator at elevator shafts	\$3,165.00
<b>TOTAL COST OF CHANGE ORDER</b>		<b>Add</b> \$130,389.00
<b>FINAL CHANGE ORDER AMOUNT:</b>		<b>Deduct</b> \$0.00
		<b>\$130,389.00</b>

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 2,742,359.02
Contract Sum Prior to This Change Order:	\$ 33,021,459.02
Original Contract Sum will be Increased by This Change Order:	\$130,389.00
The New Contract Sum Including This Change Order Will Be:	<b>\$ 33,151,848.02</b>
The New Contract Completion Date Will Be:	<b>7/11/2022</b>
Contract Time Will Be Unchanged by This Change Order:	<b>X</b>
The Date Of Substantial Completion As Of This Change Order Is:	<b>1/18/2022</b>

CM: \_\_\_\_\_  
Swinerton Management and Consulting  
260 Townsend Street  
San Francisco, CA 94107

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

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

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

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

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

OWNER: \_\_\_\_\_  
Lucky Lofton  
Executive Bonds Manager  
Solano Community College District

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

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **PUBLIC HEARING ON ENERGY SERVICE CONTRACT  
WITH HOLT RENEWABLES LLC**

**REQUESTED ACTION:**

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

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**SUMMARY:**

For design, installation and commissioning of solar energy generating facilities, battery energy storage systems, and electric vehicle charging stations at Fairfield campus pursuant to Government Code 4217.10 ET SEQ.

Public Hearing before the Board for the purpose of taking public comment on a proposed  
*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: Modernization of existing instructional space.

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

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Lucky Lofton  
Executive Bonds Manager

---

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

---

**ADDRESS**

(707) 863-7855

---

**TELEPHONE NUMBER**

Susan Wheat  
VP, Finance & Administration

---

**VICE PRESIDENT APPROVAL**

May 6, 2022

---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

---

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

---

May 18, 2022

---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: PUBLIC HEARING ON ENERGY SERVICE CONTRACT  
WITH HOLT RENEWABLES LLC**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Agreement for Design, Installation and Commissioning of Energy Systems (Energy Services Contract) with Holt Renewables, LLC at Fairfield Campus.

Government Code section 4217.10 et seq. allows public agencies to develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies if its governing body determines the purchase is in the best interests of the public agency at a regularly scheduled public hearing. In addition, the governing body must determine that the cost of which to the District is anticipated to be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the energy service contract.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RESOLUTION NO. 21/22-40 TO ENTER INTO AN ENERGY SERVICE CONTRACT**

**REQUESTED ACTION:**

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

**SUMMARY:**

The District desires to implement solar energy generating facilities, battery energy storage systems, and electric vehicle charging stations at Fairfield Campus. Government Code section 4217.10 et seq. allows public agencies to develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies if its governing body determines the purchase is in the best interests of the public agency at a regularly scheduled public hearing.  
*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: Modernization of existing instructional space.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$12,753,034 Measure Q Funds</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Susan Wheat  
VP, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 6, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 21/22-40 TO ENTER INTO AN ENERGY SERVICE CONTRACT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

In addition, the governing body must determine that the anticipated cost to the District for the energy generating facilities under the proposed Energy Services Contract will be less than the anticipated cost to the District of electrical energy costs that would have been consumed by the District in the absence of this purchase.

A Notice of Public Hearing was distributed on May 4, 2022 as required by statute, and on May 18, 2022, the Board held a public hearing to discuss the proposed Agreement for Design, Installation and Commissioning of Energy Systems with Holt Renewables, LLC under the Energy Service Contract. Based on the analyses by Holt Renewables, LLC and the District’s consultant, Optony, Inc., the District will realize substantial saving in electricity costs. After said public hearing, the Board made findings contained in Resolution No. 21/22 – 40.

District staff and District’s consultants negotiated the proposed Energy Services Contract, including extended warranties, performance guarantees and related operations & maintenance agreement.

**Recommendation**

Staff requests this Board to make findings after public hearing and approve energy service contract for design, installation and commissioning of solar energy generating facilities, battery energy storage systems, and electric vehicle charging stations at Fairfield Campus by Holt Renewables, LLC per Government Code section 4217.12. That the Superintendent-President and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, negotiating any further changes to the Contracts with such changes not to be inconsistent with the intent of this Resolution, and to take all steps and perform all actions necessary to finalize and enter into the contract with Holt Renewables, LLC, and to take any actions deemed necessary to protect the best interests of the District.

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

**SOLANO COMMUNITY COLLEGE DISTRICT  
FAIRFIELD, CALIFORNIA**

**RESOLUTION NO. 21/22 – 40  
TO ENTER INTO AN ENERGY SERVICE CONTRACT**

**WHEREAS**, California Government Code Section 4217.12(a)(1), authorizes a public agency to enter into an energy service contract with respect to an energy generating facility or an energy conservation measure if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the public agency for the alternative energy project will be less than the anticipated marginal cost to the public agency of electrical energy that would have been consumed by the community college district in the absence of such energy project; and

**WHEREAS**, the Solano Community College District (“District”) desires to design and build solar energy generating facilities, battery energy storage systems, and electric vehicle charging stations (“Project”) at Fairfield Campus in order to generate energy cost savings; and

**WHEREAS**, the District requested proposals from qualified contractors to design and build the Project and, based on the overall proposed Project cost and cost-savings, among other factors, selected Holt Renewables, LLC (“Holt”) to design and build the Project at Fairfield Campus, and to arrange with the local utility for interconnection of the solar energy generating facilities, battery energy storage systems, and electric vehicle charging stations; and

**WHEREAS**, in accordance with Government Code sections 4217.10, *et seq.*, on May 4, 2022, the District published notice of a public hearing at which the Board of Trustees would consider this Resolution, and has held the public hearing on May 18, 2022, and provided an opportunity for public comment; and

**WHEREAS**, Optony Inc. (“Optony”), has provided the District with analysis showing the benefits of constructing the Project including the reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District, and Optony’s analysis (“Analysis”) is attached hereto as **Exhibit “A”** and made part hereof by this reference; and

**WHEREAS**, based on the Analysis, the anticipated cost to the District for energy that is generated by the solar energy generating facilities or conserved by the battery energy storage systems on the above sites will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Project; and

**WHEREAS**, the Board of Trustees proposes to enter into the Contract with Holt substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the Superintendent-President, or designee, reasonably deems necessary following the Board’s adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that it is found, determined and resolved by the Governing Board of the District as follows:

1. The above recitals are true and correct.
2. The District held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.

3. Based upon all available information, including but not limited to reports, analysis and presentations by Holt and Optony, reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interests of the District to enter into an Energy Service Contract with Holt.

4. The District's Superintendent-President and designees are authorized to enter into an Energy Service Contract with Holt, and to take all steps and perform all actions necessary to enter into an Energy Service Contract with Holt, and to take any actions deemed necessary to protect the interests of the District.

**PASSED AND ADOPTED** by the Governing Board of the Solano Community College District at a regular meeting held on May 18<sup>th</sup>, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: \_\_\_\_\_

SIGNED:

\_\_\_\_\_  
Sarah E. Chapman, Ph.D.  
President, Board of Trustees

I, Cecilia Esposito-Noy, Board Secretary, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Trustees of the Solano Community College District at the regular meeting on May 18, 2022, which resolution is on file in the office of said Board.

DATED: \_\_\_\_\_

SIGNED:

\_\_\_\_\_  
Celia Esposito-Noy, Ed.D.  
Board Secretary

## Exhibit A – Energy Savings Analysis

# Exhibit A

## Solano Community College District Solar Photovoltaic (PV) and Battery Energy Storage System (BESS) Financial Analysis

Monday, May 9, 2022

### Assumptions

Address:	4000 Suisun Valley Rd., Fairfield, CA 94534
Utility:	PG&E
Current Utility Rate Schedule:	B-20 Primary (as of 3/1/22)
New Utility Rate Schedule:	B-20 Primary, Option S (as of 3/1/2022)
Discount Rate:	3.0%
Electricity Escalation Rate:	3.0%

### Project Summary

Total Project Cost and Utility Data	
Total Project Cost *	\$ 12,753,034
Total Incentive Savings	\$ 715,487
Net Project Cost	\$ 12,037,547
Campus Energy Consumption Year 1	5,210,646
Net Energy Consumption Year 1	2,689,212
Annual Electric Bill Cost Before Project	\$ 1,321,262
Annual Electric Bill Cost After Project	\$ 569,346
Total Electric Bill Savings	\$ 751,916
* includes project allowance of:	\$ 1,540,386

### Solar Photovoltaic (PV) System Data

PV System Cost (incl. allowance, EV chargers, O&M)	\$ 8,331,515
Net System Cost	\$ 8,331,515
Power Rating (kW-DC)	1,655.83
Power Rating (kW-AC)	1,200.00
Power Rating (W-DC)	1,655,825
Power Rating (W-AC)	1,200,000
Degradation Rate	0.50%
PV Generation Year 1 (kWh)	2,682,009
PV kWh/kW-DC	1,620
Blended Savings per kWh	\$ 0.1754

### Battery Energy Storage System (BESS) Data

BESS Cost	\$ 4,421,519
Net System Cost	\$ 3,706,032
Total Energy Capacity (kWh)	5,818
Max Discharge Power (kW)	1,554
2hr Power Rating (kW)	1,554
Degradation Rate	3.00%
ESS Energy Discharge Year 1	1,486,345
ESS Energy Consumption (loss) Year 1	(160,574)
Self-Generation Incentive Program (SGIP)	\$ 715,487
Blended Savings per kW	\$ 181.06
Blended Savings per kWh	\$ 48.36

### Financial Projections

Term	25	\$ 14,147,354
10 Year IRR	-6.6%	\$ 10,864,386
20 Year IRR	3.7%	\$ 25,011,740
25 Year IRR	5.5%	63,027,207
Levelized Cost of Elec Before (\$/kWh)	\$ 0.3698	32,699,590
Levelized Cost of Elec After (\$/kWh)	\$ 0.2513	(3,532,628)
Levelized Cost of Elec PV (\$/kWh)	\$ 0.1901	\$ (13,813,746)
25 Year NPV	\$ 4,055,519	\$ 715,487
Payback Period	15	\$ (13,098,259)
25 Year ROI	96.1%	<b>\$ 11,913,481</b>

### Environmental Benefits \*

Solar PV System Size (kW-DC):	1,655.83
Year 1 Solar Energy Produced:	2,682,009
Average Households Electricity Offset:	414
Annual CO2 Emissions Avoided (met tons):	637
Equivalent Cars off the Road:	410
Equivalent Forest Acres of Carbon Sequestration:	2,249
* Equivalencies from PG&E and EPA Carbon Footprint Calculators	

# Exhibit A

## Solano Community College District Solar Photovoltaic (PV) and Battery Energy Storage System (BESS) Financial Analysis Monday, May 9, 2022

### Project Annual and Cumulative Cash-Flows

Years	Upfront	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<b>Energy</b>									
PV Generation (kWh)	-	2,682,009	2,668,599	2,655,189	2,641,779	2,628,369	2,614,959	2,601,549	2,588,139
BESS Discharge (kWh)	-	1,486,345	1,441,755	1,397,164	1,352,574	1,307,984	1,263,393	1,218,803	1,174,213
<b>Cash</b>									
Project Costs	\$ (12,753,034)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M (first 15-20 years included in project costs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGIP Incentive	\$ 357,743	\$ 185,008	\$ 172,735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Electric Bill (Operational) Savings</b>	\$ -	\$ 751,916	\$ 763,356	\$ 774,805	\$ 786,255	\$ 797,694	\$ 809,112	\$ 820,498	\$ 831,838
Energy Savings	\$ -	\$ 325,249	\$ 330,795	\$ 336,382	\$ 342,006	\$ 347,664	\$ 353,355	\$ 359,073	\$ 364,817
Demand Savings	\$ -	\$ 426,667	\$ 432,560	\$ 438,424	\$ 444,249	\$ 450,030	\$ 455,758	\$ 461,424	\$ 467,020
<b>Annual Cash-Flows</b>	\$ (12,395,291)	\$ 936,924	\$ 936,091	\$ 774,805	\$ 786,255	\$ 797,694	\$ 809,112	\$ 820,498	\$ 831,838
<b>Cumulative Cash-Flow</b>	\$ (12,395,291)	\$ (11,458,367)	\$ (10,522,276)	\$ (9,747,470)	\$ (8,961,215)	\$ (8,163,521)	\$ (7,354,408)	\$ (6,533,911)	\$ (5,702,073)

(continued for Years 9-17)

Years	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17
<b>Energy</b>									
PV Generation (kWh)	2,574,728	2,561,318	2,547,908	2,534,498	2,521,088	2,507,678	2,494,268	2,480,858	2,467,448
BESS Discharge (kWh)	1,129,622	1,085,032	1,486,345	1,441,755	1,397,164	1,352,574	1,307,984	1,263,393	1,218,803
<b>Cash</b>									
Project Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M (first 15-20 years included in project costs)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (617,108)	\$ (38,696)	\$ (39,857)
SGIP Incentive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Electric Bill (Operational) Savings</b>	\$ 843,120	\$ 854,330	\$ 978,893	\$ 993,319	\$ 1,007,729	\$ 1,022,110	\$ 1,036,447	\$ 1,050,724	\$ 1,064,925
Energy Savings	\$ 370,583	\$ 376,366	\$ 421,870	\$ 428,867	\$ 435,904	\$ 442,977	\$ 450,082	\$ 457,215	\$ 464,370
Demand Savings	\$ 472,537	\$ 477,964	\$ 557,023	\$ 564,452	\$ 571,825	\$ 579,133	\$ 586,365	\$ 593,509	\$ 600,555
<b>Annual Cash-Flows</b>	\$ 843,120	\$ 854,330	\$ 978,893	\$ 993,319	\$ 1,007,729	\$ 1,022,110	\$ 419,339	\$ 1,012,028	\$ 1,025,069
<b>Cumulative Cash-Flow</b>	\$ (4,858,953)	\$ (4,004,623)	\$ (3,025,730)	\$ (2,032,412)	\$ (1,024,683)	\$ (2,572)	\$ 416,767	\$ 1,428,795	\$ 2,453,864

\* Simple payback year

(continued for Years 18-25)

Years	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Totals
<b>Energy</b>									
PV Generation (kWh)	2,454,038	2,440,628	2,427,218	2,413,808	2,400,398	2,386,988	2,373,578	2,360,168	63,027,207
BESS Discharge (kWh)	1,174,213	1,129,622	1,085,032	1,486,345	1,441,755	1,397,164	1,352,574	1,307,984	32,699,590
<b>Cash</b>									
Project Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (12,753,034)
O&M (first 15-20 years included in project costs)	\$ (41,052)	\$ (42,284)	\$ (43,552)	\$ (44,859)	\$ (46,205)	\$ (47,591)	\$ (49,019)	\$ (50,489)	\$ (1,060,712)
SGIP Incentive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 715,487
<b>Electric Bill (Operational) Savings</b>	\$ 1,079,033	\$ 1,093,028	\$ 1,106,892	\$ 1,273,057	\$ 1,291,169	\$ 1,309,222	\$ 1,327,197	\$ 1,345,071	\$ 25,011,740
Energy Savings	\$ 471,544	\$ 478,730	\$ 485,923	\$ 546,480	\$ 555,269	\$ 564,093	\$ 572,947	\$ 581,825	\$ 5,818,255
Demand Savings	\$ 607,489	\$ 614,298	\$ 620,969	\$ 726,576	\$ 735,900	\$ 745,129	\$ 754,250	\$ 763,247	\$ 7,199,490
<b>Annual Cash-Flows</b>	\$ 1,037,980	\$ 1,050,744	\$ 1,063,340	\$ 1,228,198	\$ 1,244,964	\$ 1,261,631	\$ 1,278,178	\$ 1,294,582	\$ 11,913,481
<b>Cumulative Cash-Flow</b>	\$ 3,491,844	\$ 4,542,588	\$ 5,605,928	\$ 6,834,126	\$ 8,079,090	\$ 9,340,721	\$ 10,618,899	\$ 11,913,481	\$ 11,913,481



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT WITH SOLANO COUNTY FLEET  
MANAGEMENT FOR RENTAL OF VEHICLES**

**REQUESTED ACTION:**

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

**SUMMARY:**

A contract with Solano County Fleet Management is being presented for review and approval by the Governing Board. Vans will be used to transport athletic teams for Athletic Competition. The term of this contract is July 1, 2022 through June 30, 2025 with a maximum contract amount of \$75,000. This agreement includes preventative maintenance, normal wear and tear repair work and towing, as identified in Exhibit A. Exhibit B details the monthly and daily rates, as well as the mileages rates for the use of three vans. Exhibit C details the contract's general terms and conditions. The estimated total cost to the district is not to exceed \$75,000.

**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: \$75,000</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

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

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

**ADDRESS**  
  
707 864-7117

**TELEPHONE NUMBER**  
David Williams, Ph.D.  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**  
  
May 3, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

\_\_\_\_\_  
May 18, 2022  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on \_\_\_\_\_, 20 .

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
SIGNATURE	TITLE
PRINTED NAME AND TITLE	ADDRESS
ADDRESS	CITY STATE ZIP CODE
CITY STATE ZIP CODE	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE Approved as to Form: COUNTY COUNSEL

Rev. 12/11/20

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**A. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. County shall provide leased and rental vehicles to Customer, upon request, in accordance with the terms of this Contract.
2. Upon Customer's request and sole expense, in accordance with Exhibit B, section 1(D) and mutual agreement of both parties, County will add equipment and/or accessories, not already factory-installed on the vehicle(s), as determined by Customer. Addition(s) may include light bars, sirens, prisoner cages, push bumpers, gun racks, etc. Customer to consult with County regarding desired addition(s) and expense prior to installment.
3. Upon Customer's request, sole expense, and supply to County, in accordance with Exhibit B, section 1(D), County will install decals, two-way communications equipment, computer equipment, and audio/video monitoring devices.
4. Vehicle life cycle to be mutually agreed upon by both Customer and County, in whole year terms.
5. Preventive maintenance shall occur as follows:
  - a. Marked emergency, pursuit-rated, patrol vehicles: Preventive maintenance every 4,000-miles, to include safety inspection with lube, oil, and filter (LOF) change. County will endeavor to service vehicle within one (1) day for preventive maintenance.
  - b. Non-emergency, emergency non-pursuit vehicles: Preventive maintenance based on manufacturer recommendations, to include safety inspection with lube, oil, and filter (LOF) change. County will endeavor to service vehicle within one (1) day for preventive maintenance.
6. Provide all normal wear and tear (non-accident, non-vandalism, non-abuse) repairs, which shall be billed in the mileage rate, pursuant to Exhibit B. See definitions below. County will endeavor to meet its goal of repair completion within two (2) days, except for major repairs, body damage, or factory warranty repairs.
7. When County-provided vehicles are being serviced by County, County will endeavor to provide Customer a loaner vehicle, but County does not guarantee availability of such loaner. The charge for loaner vehicles shall only be for miles traveled at the rate provided in Exhibit B.
8. Physical towing of County-provided cars to the nearest repair facility.
9. Make available vehicle washing and cleaning facilities, at reasonable intervals, as determined by the County. Customer can utilize automatic vehicle washing at two (2) sites in Fairfield, one (1) site in Vacaville, and one (1) site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Customer may hand-wash and vacuum the interior of large vehicles.

10. Daily and short-term rental vehicles from Solano County motor pool, upon request, when available and charged pursuant Exhibit B.
11. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
12. Monthly billing and management of maintenance records.
13. Maintenance of other Customer-owned equipment on a time and materials basis as provided in Exhibit B, section 1(E). Mobile servicing and repair of heavy equipment is also available on a limited basis.
14. County will provide, on a semi-annual basis, appointments with the customer to discuss with the Customer the purchase, procurement specifications, and disposal of the vehicle and equipment.

**B. CUSTOMER SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

1. All vandalism, accident, and abuse repairs to County-provided vehicles.
2. The cost(s) of towing County-provided vehicles to the nearest repair facility.
3. Remaining balance of the vehicle when the vehicle is a total loss (when the cost to repair exceeds the value of the car) due to an accident, abuse, or vandalism.
4. Obtain prior, written consent of County for any and all alterations, additions, replacement parts, and/or improvements (“modifications”) to vehicle(s) not completed by County. Customer to obtain quote of expected modifications from third party, provide quote to County with expected scope of work and modifications expected prior to commencement. Upon returning the vehicle(s) to County, Customer to remove all modifications and restore vehicle(s) to as close to factory condition as possible. Any modification(s) to vehicle(s) not removed, upon return to County, will become and remain the property of County. The value of such modifications will, in no instance, be regarded as payment to County.
5. By December of each fiscal year, meet and confer with County regarding Customer’s upcoming vehicle needs (i.e., additions, removals, modifications) for the upcoming fiscal year.

## C. TERMS DEFINED

1. The definitions shall apply to the following terms found in Exhibit A:

- a. **Normal Wear and Tear** as applied to non-pursuit vehicles include:
- i. Exterior dings and scratches that can be easily buffed out;
  - ii. Interior stains or damage that can be removed;
  - iii. Tires that match the manufacturer's recommended guidelines;
  - iv. Minor nicks or scuffs on the wheel covers or wheels;
  - v. Tread depth over  $\frac{1}{8}$  of an inch at the shallowest point in the tire;
  - vi. Any damage to the windshield that is less than  $\frac{1}{4}$  of an inch;
  - vii. Cracks in lamps, turn signals, and lights that are less than one (1) inch in diameter;
  - viii. No broken parts or missing equipment.

Regarding pursuit rated vehicles, County and Customer both understand that such vehicles are used in a different manner such that these vehicles may incur more wear and tear than listed above.

- b. **Vandalism:** Action involving deliberate destruction of or damage to public or private property, whether by public or private employee. Examples include, but not limited to vehicle being keyed, tires slashed, broken window, etc.
- c. **Vehicle Abuse:** The misuse of the vehicle; specifically, speeding, harsh braking, harsh acceleration, aggressive cornering, unauthorized use, delaying or ignoring vehicle maintenance, or neglecting vehicle needs. Example include, but not limited to:
- i. Any punctures or damage to the bumper, body, or molding larger than two (2) inches in diameter, costing more than one hundred dollars (\$100) to repair;
  - ii. Any broken or missing parts, regardless of cost;
  - iii. Any rough texture, visible grinding/sanding marks, bad color match areas larger than two (2) inches in diameter, or excessive overspray;
  - iv. Any exterior damage that significantly hampers the appearance of the vehicle or reduces its marketability;
  - v. All frame damage or poorly repaired frame damage that impacts the structural integrity of the vehicle;
  - vi. Interior stains, tears, cuts, burns, and areas signed more than a half inch ( $\frac{1}{2}$ " in diameter;
  - vii. Tire tread depth below one-eighth ( $\frac{1}{8}$ ) of an inch at the shallowest point;
  - viii. Bent, mismatched, cracked, or broken wheels or rims;
  - ix. Tires with cuts, gouges, or sidewall plugs, or tires in a condition that compromises vehicle passenger safety;
  - x. Any hole in the lamps, turn signals or lights; or cracks larger than one (1) inch in length;
  - xi. Any damage to the windshield more than one-quarter ( $\frac{1}{4}$ ) of an inch in diameter, or any hole in the windshield;
  - xii. Any mechanical or electrical component not functioning properly or not repaired to the manufacturer's specifications.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. METHOD OF PAYMENT**

- A. **Monthly Billings.** County shall provide Customer with fees monthly (“**Monthly Billing**”). The Monthly Billings to Customer shall include:
- a. the vehicle monthly and/or daily rate;
  - b. the mileage rate multiplied by the miles driven each month\*;
  - c. cost(s) of added equipment and/or accessories per Exhibit B, section D;
  - d. cost(s) of any additional work per Exhibit B, section E;
  - e. fuel, if used by Customer

Solano County Fleet Management (“Fleet Management”) shall submit a monthly bill in arrears for fees to Customer for all expenses incurred, up to the maximum amount provided for on the Standard Contract. Each invoice will specify services rendered, vehicles involved, dates of service, and the associated charges.

Upon receipt of the County’s Monthly Billing, Customer shall remit payment to the County within thirty (30) days.

Customer to remit payments to:

Solano County Fleet Management  
447 Texas Street  
Fairfield, CA 94533  
Attention: Fleet Office Coordinator, [fleet@solanocounty.com](mailto:fleet@solanocounty.com)

**Delinquent Payment.** Customer acknowledges that County incurs collection and administrative costs associated with pursuing delinquent Monthly Billings. Customer and County agree that if payment of Monthly Billing, for any month, is not post-marked, hand-delivered, or paid to the County by 5 p.m. on the thirtieth (30) day after receipt of Monthly Billing, plus a fifteen (15) day grace period (45 days from billing), interest will accrue, payable on demand of County, from the date due until paid in full at a rate per annum or equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) 1.5% per month. If the late charge is not paid in a timely fashion, the amount owed will be added to the succeeding month’s Monthly Billing. Acceptance of such late charge by County shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent County from exercising any of the other rights and remedies granted hereunder.

- B. **Mileage.** For each month, Solano County’s Fleet Management (“Fleet Management”) will send mileage request reminders with blank reports to Customer on or about the 23<sup>rd</sup> of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings, the last mileage readings recorded in vehicle maintenance repair orders, or at an automated County fuel site shall be used to determine the miles driven each month. Fleet Management shall use the most up-to-date of these three readings when billing.

Mileage reports shall be returned to Solano County's Fleet Management the day before the last business day (Monday through Friday) at the end of each month. For example, for the month of February 2022, the mileage report is due on Friday, February 25, 2022. Month end closing is the first business day of the month. Mileage reports not returned on the day before the last business day will incur a fifty-dollar (\$50) fee charged to the following month.

\* Mileage reports not submitted by Customer timely, may cause Monthly Billing(s) to fluctuate.

- C. **New Rates.** Commencing July 1, 2021, and continuing annually thereafter, on July 1<sup>st</sup> of each year (the "Adjustment Date"), throughout the remainder of the Term of this Agreement, and any subsequent renewal terms, the vehicle rental rates shall be adjusted ("New Rates"). For the succeeding fiscal year, New Rates will be provided by February of each year. Customer shall have until March 31, of each year, to object to the new rates proposed for the following fiscal year. In the event Customer timely objects to the new rates, then County and Customer shall negotiate mutually agreeable New Rates which shall become effective when executed by both parties as an amendment to this Contract. If Customer fails to make a timely objection, then the New Rates will apply for the succeeding fiscal year.
- D. **Modifications, Alterations, Improvements.** Any equipment and/or accessories, not already factory-installed on the vehicle(s), requested by Customer, per Exhibit A, sections 2 and 3, will be billed upon mutual agreement of both Customer and County under one of two (2) options:
1. Total cost of those modifications (parts plus labor) paid in equal parts, monthly, over the mutually agreed lifecycle of the vehicle; or
  2. Total cost of the modification(s) (parts plus labor) made in one (1) payment
- E. **Additional Work.** Work done outside of preventive maintenance and normal wear and tear already provided by County, pursuant to Exhibit A, sections 5 and 6, is billed at the advertised shop rate for fiscal year 2021-22. Material(s)/part(s) for such work is billed at the cost to County plus a twenty percent (20%) markup fee.
- F. **Early Termination.** Each vehicle will have a life cycle in months/years as mutually determined and agreed upon by both Customer and County. Should Customer return the vehicle(s) prior to pre-determined mutually agreeable life cycle, Customer agrees to pay a penalty in the amount of:
1. twenty percent (20%) of the remaining value of the difference between the original purchase price minus any applied monthly payments for emergency vehicle.
  2. ten percent (10%) of the remaining value of the difference between the original purchase price minus any applied monthly payments for non-emergency vehicles.



SOLANO COUNTY FLEET MANAGEMENT

FY 2022/23 MONTHLY RENTAL RATES AND PROJECTIONS

SOLANO COUNTY COMMUNITY COLLEGE - ATHLETICS DEPARTMENT

Dept	Acct	Veh#	Year	Make	Model	Retire Date	Class	New Monthly Rate	Annual Monthly Charges	22-23 PER MILE RATE	EST 22-23 MILES	Estimated Mileage Charges	22-23 FUEL RATE	EST FUEL CHARGES	Estimate Total Charges
0079	079B	3225	2015	FORD	TRANSIT	FY 25/26	25-30-9	\$ 529.50	\$ 6,354	\$ 0.16	2,800	\$ 448.00	\$ 0.25	\$ 700.00	\$ 7,502.03
0079	079B	3235	2015	FORD	TRANSIT	FY 25/26	25-30-9	\$ 529.50	\$ 6,354	\$ 0.16	2,750	\$ 440.00	\$ 0.25	\$ 687.50	\$ 7,481.53
0079	079B	3265	2015	FORD	TRANSIT	FY 25/26	25-30-9	\$ 529.50	\$ 6,354	\$ 0.16	1,950	\$ 312.00	\$ 0.25	\$ 487.50	\$ 7,153.53
GRAND TOTAL:								\$ 19,062			7,500	\$ 1,200.00		\$ 1,875.00	\$ 22,137.10

New monthly rates will be effective July 1, 2022.

The Overhead only (OVO) rate for FY 2022/23 will be \$151.02.

Mileage driven per vehicle is projected; adjust if necessary.

<b>DAILY RENTALS</b>	<i>DAILY RATE</i>	<i>MILEAGE RATE*</i>
CAR	\$40.00	\$0.56
SMALL SUV / MINIVAN	\$45.00	\$0.56
TRUCK	\$45.00	\$0.56
FULL SIZE VAN	\$45.00	\$0.56
FULL SIZE SUV	\$55.00	\$0.56

\*Daily rental mileage includes fuel

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. TIME**

Time is of the essence in all terms and conditions of this Contract.

**2. TERMINATION**

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other.

**3. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**4. WARRANTY**

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

**5. DEFAULT**

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

**6. INDEMNIFICATION**

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

**7. INSURANCE**

**A, Solano County**

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the Public Risk Innovation, Solutions, and Management (PRISM) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation with PRISM. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

**B. Customer**

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a deductible of five thousand dollars (\$5,000) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains statutory limits with excess coverage through participation in NBSIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any Customer claim for workers' compensation

**8. INDEPENDENT CUSTOMER**

A. The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. County may provide services to others during the same period County provides service to Customer under this Contract.

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**9. COMPLIANCE WITH LAW**

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

#### **10. CONFLICT OF INTEREST**

Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

#### **11. INSPECTION AND AUDIT**

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

#### **12. NONDISCRIMINATION**

A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

#### **13. UNFORESEEN CIRCUMSTANCES**

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

#### **14. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **15. CHANGES AND AMENDMENTS**

A. Customer may request changes in County's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of County's compensation, shall be effective when incorporated in written amendments to this Contract.

B. Either party desiring a revision to the Contract shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **16. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **17. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

## **18. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

## **19. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

## **20. ENTIRE AGREEMENT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained in it.

AGENDA ITEM 13.(n)  
MEETING DATE May 18, 2022

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

**TO: Members of the Governing Board**

**SUBJECT: 2022-2023 TRANSFER OPPORTUNITY (TOP) SERVICE LEVEL  
AGREEMENT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Per the 2021-22 agreement, TOP services will expire on June 30, 2022. This agreement provides extended access to transfer counselors and specialized events for transfer students.

**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: \$7,000</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Shannon C. Cooper, Psy.D  
Vice President, Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

Shannon C. Cooper Psy.D.

**VICE PRESIDENT APPROVAL**

April 27, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## UNDERGRADUATE ADMISSIONS

ONE SHIELDS AVENUE  
DAVIS, CALIFORNIA 95616-8507  
PHONE: (530) 752-2971  
admissions.ucdavis.edu

March 30, 2022

Dear TOP Partners,

Greetings from UC Davis! I hope this spring semester is going well for you as your transfer students prepare for graduation and transfer. We are looking forward to welcoming our next transfer class to campus very soon.

I want to take a moment to thank you for your continued partnership with the Transfer Opportunity Program (TOP). Together, we have continued to support your students on their journey to obtaining a four-year degree. UC Davis takes deep pride in the significant positive impact that TOP has continued to make in increasing the number of transfer students who apply, are admitted, and enroll at UC Davis. For fall 2021, TOP community colleges accounted for 41.2% of submitted transfer applications and 44.7% of admitted transfer students from California community colleges. Additionally, students from TOP colleges comprise 60.3% of the fall 2021 transfer class. These remarkable statistics point to TOP's success in serving the academic advising needs of community college students and creating much-needed transparency in transfer pathways.

This success is dependent on the collaborative commitment of participating community colleges. As California's higher education has experienced many changes in political and budgetary climates over the last 30 years, TOP has persevered and continued to provide critical services to regional community college transfer students. This work could not be done without your partnership and investment.

You are now receiving the TOP Service Level Agreement (SLA) outlining the intensive academic preparation, advising, and recruitment services we hope to continue to bring to your students in 2022-2023. In the coming year, our focus will continue to be on the following:

- Developing a cohort of students identified during senior year from targeted high schools;
- Utilizing the **UC Transfer Admission Planner** (UC TAP) as a means to track student's academic planning and capturing student data;
- Serving as a resource for TOP partner counselors, transfer center staff, and other colleagues to support transfer preparation and advising;
- Promoting and preparing students for the **Transfer Admission Guarantee** (TAG);
- Promoting the Blue and Gold Opportunity Plan as a financial means to achieve a UC education, and;
- Providing a connection with UC campus resources to improve retention rates.

As you will read in the SLA, you will see that the community college's program fee remains consistent with the previous year and reflects a small percentage of the overall costs to operate and maintain TOP. While Undergraduate Admissions continues to fund the lion's share of the program, we rely on this collaborative partnership and fiscal commitment to continue the program.

TOP's efficacy in promoting transfer student success has been proven year after year, mutually benefitting both of our campuses, and more importantly providing our students with the access and opportunity they deserve. We look forward to continuing our work together in supporting your students.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Penman", enclosed within a large, loopy oval shape.

Robert Penman  
Executive Director  
Undergraduate Admissions  
UC Davis



**UNIVERSITY UNDERGRADUATE ADMISSIONS  
TRANSFER OPPORTUNITY PROGRAM AGREEMENT  
(SOLANO COMMUNITY COLLEGE)**

The **Transfer Opportunity Program (TOP)** is a collaborative effort between The Regents of the University of California, on behalf of its department of Undergraduate Admissions (University) and SOLANO COMMUNITY COLLEGE (College). The mission of TOP is to support and enhance a transfer culture for College students. By way of advising, academic preparation, and sharing of best practices and school policies, the objective of TOP is to support College in its efforts to increase the number of transfer ready students.

Facilitating the transfer process of underrepresented students to a four year institution, particularly to University, is a primary objective.

By entering into an agreement to jointly support TOP services, both institutions expect to:

1. Share operational costs of the services.
2. Work collaboratively to identify, attract and motivate potential transfer students to pursue their education through the bachelor's degree level.
3. Work collaboratively to strengthen the academic preparation, performance and retention of the College students who seek transfer admission into University.
4. Focus on increasing the transfer rate of College's underrepresented students as well as those who do not traditionally transfer to four-year institutions.

**TOP Services.**

University TOP advisers will serve as a resource to the College's faculty, staff and students. Services include the following:

1. In collaboration with the College's transfer center staff or appropriate designee, the University TOP adviser will establish mechanisms for the early identification of potential transfer students, particularly those interested in transfer to University. This may include academic prep programs in local high schools that promote College attendance and university transfer.
2. TOP advisers will conduct transfer information sessions and workshops for students, faculty and staff.
3. TOP advisers will meet with students individually and/or in group forums to discuss course preparation for transfer to University. This includes appointments scheduled in advance by the Transfer Center staff and walk-in advising, schedule permitting.
4. TOP advisers will provide information and training to students, faculty, and staff in areas including but not limited to:
  - a. UC Application process;
  - b. University admission process;
  - c. University Transfer Admission Guarantee (TAG) process;
  - d. University major availability and requirements;
  - e. University academic program preparation;
  - f. University Student housing; and
  - g. Financial Aid process and resources.
5. TOP advisers will take referrals from College counselors, as well as make referrals to University services and academic departments as appropriate.

6. TOP advisers will act as a liaison between academic and administrative departments in areas pertaining to transfer, which include but are not limited to:
  - a. Articulation
  - b. Academic preparation
  - c. Financial aid
  - d. Student support services and programs
  - e. Intersegmental cross enrollment
  - f. TAG evaluation
7. TOP advisers will conduct/arrange special programs that may facilitate the transfer process, which may include but are not limited to:
  - a. Tours of the University campus
  - b. Special seminars for targeted audiences
  - c. Discover University Programming
  - d. TOP Summit for counselors
8. TOP advisers will attend College's Counseling Department meetings as appropriate.
9. TOP advisers will continue to utilize tools to serve College students most effectively. This includes, but is not limited to:
  - a. The use of the UC Transfer Admission Planner (TAP);
  - b. The use of distance advising when convenient to the student; and
  - c. The use of data reports to measure successes and potential needs for improvement. These data reports will also be made available to College upon request.
10. Deliver critical and timely admissions information to students and counselors. Provide admissions materials and publications and develop e-mail messages that specify academic preparation and requirements for University and other relevant admissions and orientation information.

### **Program Responsibilities.**

It is understood that as a joint effort, each party will have a set of unique responsibilities to ensure the success of TOP and to serve the students at College most effectively.

#### **University will fulfill the following responsibilities:**

- 1) Assign dedicated TOP advisers that are knowledgeable in matters related to UC admission policy, University selection processes, and campus specific articulation.
- 2) In consultation with the College Transfer Center staff, or appropriate designee, will determine the frequency of visits to the Transfer Center and provide a schedule prior to the start of each academic term.
- 3) Provide College's articulation officer, transfer center staff and student services personnel with updates regarding changes in articulation or admission/selection requirements at University.
- 4) Encourage the mutual exchange of aggregate students' data between College's Office of Institutional Research (IR) and the University Office of Undergraduate Admissions for research purposes and service improvements.
- 5) Provide the lists of potential transfer students acquired from IR to various University recruitment offices upon request.
- 6) Participate in College's periodic review of the program and staffing needs.

#### **College will fulfill the following responsibilities:**

- 1) Provide appropriate space with internet access for University TOP advisers in order to advise students. Occasionally, will also provide space large enough to accommodate other transfer related events, workshops, and activities.
- 2) Provide administrative support for the TOP adviser in the following ways:
  - a. Appointment scheduling for walk-ins;

- b. Phone scheduling for calls; and
  - c. Publicizing TOP related events and services via College campus communication networks.
- 3) Update the TOP adviser on articulation and curriculum changes, as well as any administrative procedures that may affect the implementation of the program.
  - 4) Provide academic information for students meeting with the TOP advisers, preferably through direct electronic access to transcripts.
  - 5) Facilitate the collection of student data by encouraging students to utilize the TAP.
  - 6) Work in collaboration with University to periodically review the program and staffing needs.

**Term.** The term of this agreement shall be from the date of the last authorized signature below through June 30, 2023.

**Fees.** For services provided by University staff under this Agreement, College shall pay University \$7,000, due within 30 days following receipt of invoice. The parties to this agreement acknowledge that failure to pay the amount set forth will result in discontinuance of all TOP services.

**Notice.** Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

1. **Regarding Agreement.** Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

COLLEGE

Business & Revenue Contracts  
 University of California, Davis  
 One Shields Avenue  
 Davis, CA 95616

SOLANO COMMUNITY COLLEGE  
 Attn: Kristin Conner, EdD, Dean  
 4000 Suisun Valley Road  
 Fairfield, CA 94534  
 Phone: 707.864.7256  
 E-Mail: Kristin.Conner@solano.edu

2. **Regarding Program.** College’s correspondence or inquiries regarding the program or payment should be directed to the University contacts:

- Assoc. Director & TOP Manager: Pamela Blanco, [paruea@ucdavis.edu](mailto:paruea@ucdavis.edu) 530-219-0568
- Business Analyst: Christina Grant, [cmgrant@ucdavis.edu](mailto:cmgrant@ucdavis.edu) 530-752-3180

**Priority of University Work.** University work always has priority over work to be performed for non-University users.

**Use of University’s Name.** College shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University. However, College may, without seeking such written approval, make true and accurate statements of its connection with the University regarding this Agreement and the terms hereof. Permission for use may be withdrawn at any time the authorizing official determines that further usage will not be in the best interests of the University.

**Indemnification.** Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense, attorneys’

fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

#### **Non-Liability of University.**

1. **Consequential Damages.** University shall not be liable for any loss of profits, claims against College by any third party, or consequential damages.
2. **Delay/Desired Result.** University shall incur no liability to College or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
3. **Property Damage.** University shall incur no liability to College or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by College or delivered to University by College in connection with this agreement. College accepts all liability for risk of loss to any and all such property.
4. **Liability Limitation.** University's liability for damages shall not exceed the total of all charges paid by College.

#### **Protection of Confidential Data.**

1. University agrees to abide by the limitations on re-disclosure of personally identifiable information from educational records set forth in The Family Education Rights and Privacy Act [34 CFR § 99.33 (a)(2)] with the terms set below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition.** *Covered data and information (CDI)* includes paper and electronic student education record information supplied by College to University.
3. **Acknowledgment of Access to CDI.** University acknowledges that this agreement allows University access to CDI.
4. **Prohibition on Unauthorized Use or Disclosure of CDI.** University agrees to hold CDI in strict confidence. University shall not use or disclose CDI received from or on behalf of College except as permitted or required by this agreement, as required by law, or as otherwise authorized in writing by College. University agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI.** Upon termination, cancellation, expiration or other conclusion of this agreement, University shall return all CDI to College or, if return is not feasible, destroy any and all CDI. If University destroys the information, University provide College with a certificate confirming the date of destruction of the data.
6. **Remedies.** If College can reasonably determine in good faith that University has materially breached any of its obligations under this agreement, the College, in its sole discretion, shall have the right to require University to submit a plan of monitoring and reporting, provide University with a 15 day period to cure the breach, or terminate this agreement immediately if cure is not possible. Before exercising any of these option, College shall provide written notice to University describing the violation and the action it intends to take.

**Disclaimer of Warranty.** UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COLLEGE FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.

**Termination.** University may terminate this agreement at any time by giving College 30 calendar days' written notice of such action.

**Amendment.** No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

**Entire Agreement.** This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SOLANO COMMUNITY COLLEGE

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_

Steven Kobayashi  
Associate Director  
Procurement & Contracting Services  
UC Davis

Print name: \_\_\_\_\_

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT  
BARGAINING PROPOSAL TO THE CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #211

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The Solano Community College District and the California School Employees Association, Chapter #211, are preparing to enter into negotiations. As required by the CSEA contract, this is the annual re-openers.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: Unknown</i>
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SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

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

VICE PRESIDENT APPROVAL

May 18, 2022

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

May 6, 2022

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER #211 BARGAINING PROPOSAL TO THE  
SOLANO COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This item presents the Solano Community College Districts openers for the purpose of public notice (“sun shining”) to work with the California School Employees Association, Chapter #211 on the following interest:

Article VII Hours and Overtime; Article IX Pay and Allowances; Article XXI Health and Welfare Benefits; and Article XII Holidays.

Pursuant to the Government Code Section 3547, this item will be presented for public comment on such proposals on June 1, 2022.

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

**TO:** Members of the Governing Board

**SUBJECT:** CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER #211, BARGAINING PROPOSAL TO THE  
SOLANO COMMUNITY COLLEGE DISTRICT

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The Solano Community College District and the California School Employees Association, Chapter #211, are preparing to enter into negotiations. As required by the CSEA contract, this is the annual re-openers.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: Unknown</i>
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**SUPERINTENDENT'S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

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

VICE PRESIDENT APPROVAL

May 18, 2022

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

May 6, 2022

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

**TO: Members of the Governing Board**

**SUBJECT: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER #211, BARGAINING PROPOSAL TO THE  
SOLANO COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This item presents the California School Employees Association, Chapter #211 opens for the purpose of public notice (“sun shining”) to work with the Solano Community College Districts on the following interest:

**Article 5: Evaluation**

CSEA has an interest in:

- Updating language regarding Probationary Periods to reflect current law.

**Article 9: Pay and Allowances**

CSEA has an interest in:

- Achieving a fair and equitable increase to the salary schedule for all unit members.

**Article 11: Health and Welfare Benefits**

CSEA has an interest in:

- Improving the fringe benefit package.

**The California School Employees Association and its Solano College Chapter #211 reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.**

Pursuant to the Government Code Section 3547, this item will be presented for public comment on such proposals on June 1, 2022.