AGENDA ITEM10.(b)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	MEMBERS OF THE GOVERNING BOARD
SUBJECT:	CONSENT CALENDAR - HUMAN RESOURCES
REQUESTED ACTION:	APPROVAL

EMPLOYMENT 2023-2024

<u>Regular Assignment</u>		
<u>Name</u>	<u>Assignment</u>	Effective
Alison Aubert	Assistant Athletics Director (Classified Management)	08/03/2023
Alina Castillo	Administrative Assistant IV (10 month) - Liberal Arts	08/03/2023
Cecilia Gonzalez Corona	Biology Lab Technician 12-month	09/01/2023
John Perez	Director of Online Education	08/03/2023
Derrick Roberts	Non-Sworn Public Safety Officer	08/03/2023
Charlotte Wright	Administrative Assistant IV (10 month) - CTE	08/03/2023
Part-Time Adjunct Ass	ignment	
<u>Name</u>	<u>Assignment</u>	Effective
Tyler Robertson	Adjunct Instructor-Nursing Psych-Mental Health (not to exceed 67%)	08/03/23 - 12/15/23

Salvatore Abbate Human Resources Celia Esposito-Noy, Ed.D. Superintendent-President

July 21, 2023

Date Submitted

August 2, 2023

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR Governing Board Meeting August 2, 2023

Page 2

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Julene Calvo	Student Services Generalist	07/01/23 - 12/31/23
Robin Sloan	Transfer Center Coordinator	08/01/23 - 10/31/23

Short-Term/Temporary/Substitute

<u>Short-Term/Temp</u> <u>Name</u>	Assignment	<u>Fund/Grant</u>	Effective	Amount
Dorene Adams	Nursing Program	General Fund	07/01/23 - 08/11/23	\$2,500.00
	Administration			(Revised)
Djenane Alcindor	Account Clerk	General Fund	08/03/23 - 06/30/24	\$18.11/hr.
Saki Cabrera	Wellness Center Coordinator	Basic Needs	07/20/23 - 06/30/24	\$2,000.00/mo.
Karla Cardinal	Assistant Coach - Soccer	General Fund	07/18/23 - 06/30/24	\$22.00/hr.
Amanda Elliot	Custodian	General Fund	08/03/23 - 06/30/24	\$16.58/hr.
Kristina Ferrebee	Summer Bridge Planning	SEA	07/01/23 - 08/09/23	\$3,156.00
itilistinu i chiebee	Committee	SLA	07/01/25 00/09/25	lump sum
Leslie Gutierrez	JLA-EMT	General Fund	07/01/23 - 01/06/24	\$26.00/hr.
Rodriguez			(revised)	
Devon Mazoue	ASL Intern Interpreter	General Fund	07/20/23 - 06/20/24	\$27.25/hr.
Samuel	Driver	General Fund	07/18/23 - 06/30/24	\$15.75/hr.
McKinney				
James (Tom)	Special Project	General Fund	08/17/23 - 05/01/24	\$40.00/hr.
MacMullen				
George Molina	Driver	General Fund	07/18/23 - 06/30/24	\$15.75/hr.
Douglas Mungin	Forensics Coach Lead -	General Fund	08/14/23 - 12/15/23	\$5,000.00
	Fall Term			(lump sum)
Nathalie Nunez	ASL Intern Interpreter	General Fund	07/20/23 - 06/20/24	\$27.25/hr.
Cynthia Ramirez	Athletic Trainer	General Fund	07/01/23 - 06/30/24	\$19.33/hr.
Diego Reyes	Softball Coach -	General Fund	07/01/23 - 07/31/23	\$50.53/hr.
Cristina Sanchez	Recruiting Special Project	Dreamer	07/01/23 - 06/30/24	\$26.00/hr.
	Special Hojeet	Resource Liaison	07/01/23 - 00/30/24	φ20.00/ Π.
		Support		
Janet Schwartz	Special Project	General Fund	07/20/23 - 06/20/24	\$60.00/hr.
Tasha Smith	Summer Bridge Planning	SEA	07/01/23 - 08/09/23	\$3,278.00
	Committee		01101128 00109128	lump sum
Alexander Vidal-	Student Services	SEA	08/03/23 - 06/30/24	\$18.91/hr.
Baquero	Assistant II		00/00/20 00/20/21	φ10.9 I/III.
Erika Vigil	Assistant Coach -	General Fund	07/20/23 - 08/13/24	\$22.00/hr.
	Softball			+ 0 0,
Janene Whitesell	Forensics Coach - Fall	General Fund	08/14/23 - 12/15/23	\$3,750.00
	Term		-	(lump sum)
				` • /

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR Governing Board Meeting August 2, 2023 Page 3

District Resignation

<u>Name</u>	Assignment	Effective
Kristin Conner	Dean of Counseling	08/11/2023
	6 years of service at SCC	
Katherine Hamera	Science Lab Technician - 10 month	07/28/2023
	6 months service at SCC	
David Pyle	Adjunct Instructor - Political Science	08/07/2023
•	35 years of service at SCC	

AGENDA ITEM 10.(c) MEETING DATE August 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT:FINANCE & ADMINISTRATION CONSENT AGENDA –
PERSONAL SERVICES AGREEMENTS EQUIPMENT
DISPOSITION & CONTRACT RENEWALS UNDER \$50,000

<u>REQUESTED ACTION</u>: APPROVAL

PERSONAL SERVICES AGREEMENTS

<u>Finance and Administration</u> Susan Wheet, Vice President

<u>Name</u>	Assignment	Effective	<u>Amount</u>
Shannon Cooper	Contractor will provide online and in- person sessions relating to leadership and training.	08/03/23-06/30/24	Not to exceed \$10,000.00

CONTRACT SERVICES AGREEMENTS RENEWALS

Finance and Administration Susan Wheet, Vice President

<u>Name</u>	Description	Effective	<u>Amount</u>
Facilities Planning and Consulting Services, Inc.	Vendor will make a proposal for District's 2024 capital outlay Five Year Construction Plan and provide up to (80) hours of consulting services for updates to space inventory, scheduled maintenance 5-year plan and other training needs.	08/03/23-07/01/24	Not to Exceed \$29,600.00

Susan Wheet Vice President, Finance & Administration

July 21, 2023

Date Submitted

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

August 2, 2023

Date Approved

-4-

AGENDA ITEM10.(d)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT:DISPOSITION, TRANSFER OR TRADE-IN OF CAMPUS
EQUIPMENT

REQUESTED ACTION:

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

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of authorizing the disposal the equipment identified below which are unsatisfactory for retention and no longer suitable for school use.

SUMMARY: Asset Number	Description	Location	<u>Original Value</u>
N/A	LG Dishwasher -Inverter Direct Drive Motor	Vallejo Center, Room 117	Unknown
Various	32 Monitors	Fairfield Campus	Unknown

Acceptance of this disposal 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: N/A
SUPERINTENDENT'S RECOMMENI	DATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE

Susan Wheet Vice President, Finance & Administration Celia Esposito-Noy, Ed.D. Superintendent-President

July 21, 2023

Date Submitted

August 2, 2023

Date Approved



Solano Community College District Disposition, Transfer or Trade-In College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:

(Check only one)

If you have items that fall into more than one category, please prepare a separate sheet for items in each category.

Returned to vendor (attach to yellow copy of approved form)

Transfer to (Location) Bldg. No. , Room No.

- Lost or stolen (attach copy of theft report form)
- ☐ To be sold as surplus
- \boxtimes To be destroyed or broken up for parts
- Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment: Needs to be picked up at the Vallejo Center located in the first floor Media Storage RM. 117

Asset No.	Description	For Surplus Items Only	
Asset NO.	Description	Building No.	Room No.
N/A	LG Dishwasher - Inverter Direct Drive Motor	VJO CTR	117

Note: If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the warehouse, unless so noted on this sheet.

Action Performed by: Brandon Carrera

Division or Organizational Unit: Vallejo Center

Approved by: Brandon Carrera

Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

Date 7/11/23

Date 07/11/23



Solano Community College District Disposition, Transfer or Trade-In College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:

(Check only one)

If you have items that fall into more than one category, please prepare a separate sheet for items in each category.

Returned to vendor (attach to yellow copy of approved form)

, Room No.

- Lost or stolen (attach copy of theft report form)
- To be sold as surplus
- To be destroyed or broken up for parts
- Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment: 743 Tech Removal

Annahla	Description	For Surplus	For Surplus Items Only	
Asset No.	Description	Building No.	Room No.	
	See Attached List			
	32 monitors			

If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the Note: warehouse, unless so noted on this sheet.

Action Performed by: Rei Leal

Date 7/17/23

Division or Organizational Unit/Liberal Arts

Approved by: _

Unit Manager or Division Dean

Date

For District Facilities Office Use

For Surplus Items:

Board authorization to sell

Invoice/receipt number and date ______

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

T-7145 T-5918 T-6794 T-6986 T-6997 T-7109 T-7119 T-4648 T-4649 T-6764 T-7220 T-5923 T-6762 T-7144 T-7145 T-6888 T-6996 T-7147 T-4639 T-7149 T-7143 T-6987 T-7141 T-6978 T-7141 T-6978 T-7104 T-7293 T-7293 T-7293 T-7293	Asset Tag	
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T-7289	T-7293	
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AGENDA ITEM10.(e)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR ADDED EQUIPMENT FOR LIBRARY/LEARNING RESOURCE CENTER
REQUESTED ACTION:	
Information OR	Approval
Consent OR	Non-Consent

SUMMARY:

Board approval is requested for Notice of Completion for Construction Services for the added equipment in the Library/Learning Resource Center. On February 1, 2023, a Contract was awarded to Conti LLC for the Library/Learning Resource Center Project.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

SUPERINTENDENT-PRESIDENT

Transfer-level education

Other: <u>Necessary documentation for completed construction</u>

Ed. Code:	NA	Board Policy:	NA	Estimated Fiscal Impact: \$0
SUPERINTI	ENDENT'S RECOMMENDA	TION:		PROVAL
	Lucky Lofton			
Vice Presider	nt, Facilities & Executive Bonds	s Manager		
	PRESENTER'S NAME			
	4000 Suisun Valley Road			
	Fairfield, CA 94534			
	ADDRESS			Celia Esposito-Noy, Ed.D. Superintendent-President
	(707) 863-7855			
	TELEPHONE NUMBER Lucky Lofton			
Vice Presider	nt, Facilities & Executive Bonds	s Manager		August 02, 2023
VIC	CE PRESIDENT APPROVAL		SU	DATE APPROVED BY PERINTENDENT-PRESIDENT
	July 24, 2023			
	DATE SUBMITTED TO			

RECORDING REQUESTED BY:

<u>When recorded mail to:</u> Lucky Lofton, Vice President, Facilities & Executive Bonds Manager Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee) Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
- 2. The name of the owner is Solano Community College District.
- 3. The address of the owner is <u>4000 Suisun Valley Road</u>, Fairfield, CA 94534.
- 4. The nature of the estate or interest is: Solano Community College District in fee.
- 5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 6. Work of modernization on the property hereinafter described was completed on: ____08/2/23___
- 7. The Project Name is: Library/Learning Resource Center
- 8. DSA Number (if applicable): N/A
- 9. The contractor for such work of modernization is: Conti LLC
- 10. The name of the contractor's Surety Co. is: N/A
- 11. The date of contract between the contractor and the above owner is: February 1, 2023
- 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
- 13. APN #: 0027-242-110
- 14. The property on which said work of modernization was completed is in the City of <u>Fairfield</u>, County of Solano, State of California, and is described as follows: <u>Provide and install functioning PA system</u>, <u>Install door panic hardware</u>, and provide/install access control hardware at two door locations in the Library / Learning Resource Center Building.

Date

Signature of Owner – Celia Esposito-Noy, Ed. D. Solano Community College District

Verification

I, undersigned, say:

lam

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____

_ , at ______, California.

(City or Town where signed)

Revised on 20140501

AGENDA ITEM12.(a)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	O: Members of the Governing Board				
SUBJECT:	RESIGNATION TO RETIRE				
REQUESTED ACTION:					
Information OF					
SUMMARY:					
Name	Assignment & Years	s of Service	Effective		
Darcia Tipton	Theater Technician/	EOPS Support	08/31/2023		
	10 Years, 7 months	of service with SCC			
Basic skills education Workforce developm Transfer-level educat Other: <u>Human Resou</u>	ent and training ion	Estimated Fiscal	I Imnact · N/A		
Lu. Couc. 24203	Doural oney. 4400	APPROVAL	DISAPPROVAL		
SUPERINTENDENT'S REC	COMMENDATION:	NOT REQUIRED	TABLE		
Salvatore A					
Human Reso PRESENTER'					
4000 Suisun Va					
Fairfield, CA		~			
ADDRE 707-864-7	ADDRESS Celia Esposito-Noy, Ed.D. Superintendent-President				
TELEPHONE I					
		August 2,			
VICE PRESIDENT APPROVAL		DATE APPR(SUPERINTENDEN			
July 21, 2					
DATE SUBMI SUPERINTENDEN					

AGENDA ITEM12.(b)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

Members of the Governing Board

MEASURE Q BOND SPENDING PLAN UPDATE #25

TO:

SUBJECT:

REQUESTED ACTIO			
Information	OR OR	⊠Approval ⊠Non-Consent	
SUMMARY:			
BSP will require period	odic adj t was aj	ustments to accommo	o the Measure Q Bond Spending Plan (BSP). The odate the changing needs of the District over time. 0, 2014. Previous updates have been approved by
CONTINUED ON TH	E NEX	T PAGE	
STUDENT SUCCES	nts achie cation elopmer	eve their educational, nt and training	professional and personal goals
Ed. Code: N/A Bo	oard Pol	•	nated Fiscal Impact: N/A. Projects are part of the total Q expenditure of \$348,000,000, plus net interest revenues.
SUPERINTENDENT'S	RECOM	IMENDATION:	⊠ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE
Luck	y Lofton		
VP, Facilities and Ex			
PRESENT	ER'S NA	AME	
4000 Suisu Fairfield	-		
ADI	DRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707)	863-7855	5	
TELEPHO	NE NUN	IBER	
	y Lofton		
VP, Facilities and Ex			August 2, 2023
VICE PRESID	ENT AP	PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
July 2	24, 2023		
DATE SUB SUPERINTEND			
			-12-

AGENDA ITEM12.(b)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT:

MEASURE Q BOND SPENDING PLAN UPDATE #25

SUMMARY:

Update #1 March 4, 2015	Update #5 March 1, 2017	Update #9 January 17, 2018
Update #2 March 16, 2016	Update #6 April 19, 2017	Update #10 March 21, 2018
Update #3 October 19, 2016	Update #7 December 6, 2017	Update #11 June 6, 2018
Update #4 January 18, 2017	Update #8 December 20, 2017	Update #12 June 20, 2018
Update #13 July 18, 2018	Update #14 September 5, 2018	Update #15 December 5, 2018
Update #16 February 6, 2019	Update #17 May 1, 2019	Update #18 November 20, 2020
Update #19 March 18, 2020	Update #20 October 7, 2020	Update #21 February 17, 2021
Update #22 November 17, 2021	Update #23 April 20, 2022	Update #24 March 1, 2023

CONTINUED FROM THE PREVIOUS PAGE

On April 2, 2014 the Board approved a Facilities Master Plan (FMP) and as stated at that time, periodic updates would be required. The Board adopted the ten-year 2020-2030 updated FMP. This plan accounted for recent updates to the District Strategic Plans as well as State policy changes. The goal of this FMP was to provide focus for both Facilities and the Bond program over the next ten years. In response to the FMP Update, adopted by the Board on December 2, 2020, various changes to the Bond Spending Plan were recommended to implement the Facilities Master Plan Update 2020.

Since the last Bond Spending Plan update on March 1, 2023 project work has proceeded and funding source allocations have been impacted. CARES (Coronavirus Aid, Relief, and Economic Security) Act funds are no longer being used to support Measure Q bond projects, and those projects are receiving an increase in Measure Q bond funds. A number of projects have been completed and/or cost estimates have been confirmed through further design and/or bidding and contract awards. Studies/assessments have been completed on several projects. Several Infrastructure Improvements have been moved to the Small Capital Projects, and ADA Improvement funds are being re-allocated to projects that are completing ADA improvements as part of their scope. These advancements of projects and fund impacts have led to various proposed changes to the current Bond Spending Plan.

Bond Spending Plan Update #25 includes the following:

- Re-alignment and/or confirmation of funds allocated for on-going and active projects.
- Confirmation and/or re-alignment of funds allocated for Building 1600 Modernization, Building 1800 Modernization, B1400 Modernization, Vacaville Annex HVAC/Roof Upgrade, Vallejo Career Technology Building/ECHS, IT Infrastructure Improvements, Replacement Substations 3, 4 and 5, Small Capital Projects, and ADA Improvements.
- Projects that are not being funded for design and construction during the Measure Q Bond Program have had study/assessment funds returned to Reserve.
- On Campus Housing is no longer being funded from Measure Q and all previously spent Measure Q funds are being reclassified to non-bond funds, returning these Measure Q bond funds to the Reserve.
- Adjustment to the Reserve, Interest, and Treasury Fees for the Measure Q Bond Program.

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #25, which follows.



BOND SPENDING PLAN				UPDATE 24		UPDATE 25		UPDATE 25
		08/20/14		03/01/2023		08/02/2023		08/02/2023
	BO	T APPROVED		APPROVED		PROPOSED		PROPOSED
PROJECT NAME		BSP		BSP		REVISION		BSP
FF CAMPUS	\$	87,800,000	\$	86,459,070			\$	90,909,070
Performing Arts Building (Phase 1 B1200 Renovation)	\$	6,200,000	\$	6,229,718	\$	-	\$	6,229,718
Science Building (Phase I)	\$	33,100,000	\$	35,005,734	\$	-	\$	35,005,734
Agriculture (Horticulture)	\$	2,000,000	\$	1,348,467	\$	-	\$	1,348,467
Library/Learning Resource Center	\$	21,800,000	-	23,300,000	\$	-	\$	23,300,000
Building 300 (Science & Math Building Phase 2)	\$	8,000,000	\$	2,992,000	\$	-	\$	2,992,000
Performing Arts Building (Phase 2)/Costume Shops	\$	13,700,000	\$	233,151	\$	(200,000)		33,151
Building 1600 Modernization	\$ \$	-	\$ ¢	4,000,000	\$ ¢	6,000,000	\$ ¢	10,000,000
Career Technology Building (B1800 Mod) Modernization B1400 (includes kitchen mod)	\$ \$	3,000,000	\$ \$	4,500,000 4,000,000	\$ \$	1,500,000 (2,000,000)	\$ ¢	6,000,000
On-Campus Housing	\$ \$	-	ې \$	4,000,000	ې \$	(2,000,000)		2,000,000
Early Learning Center Expansion	\$		\$	4,000,000	ې \$	(850,000)	ې \$	4,000,000
VV CAMPUS	\$	80,200,000	\$	47,298,325	Ŷ		\$	47,309,138
VV Classroom Building Purchase & Renovation	\$	8,200,000	ې \$	7,247,624	\$		ې \$	7,247,624
VV Classroom Building Purchase & Renovation VV Annex HVAC/Roof Upgrade	\$ \$	0,200,000	\$ \$	2,100,000	\$ \$	- 597,000	ې \$	2,697,000
Biotechnology & Science Building	\$	28,000,000	\$ \$	33,315,666	ې \$		ې \$	33,315,666
Aeronautics & Workforce Development Building	\$	15,000,000	ې \$	2,084,730	ې \$	(186,187)		1,898,543
Student Success Center/LRC	\$	22,000,000	Ś	200,000	\$	(200,000)		-
Fire Training	\$	7,000,000	\$	200,000	\$	(200,000)		-
Vacaville Center HVAC Upgrade	\$	-	\$	2,150,306	\$	-	\$	2,150,306
VJ CAMPUS	\$	80,200,000	Ś	47,836,954	·		\$	42,536,954
Vallejo Prop Purchase Belvedere	\$	4,800,000	\$	4,794,343	\$	-	\$	4,794,343
Autotechnology Building	\$	19,600,000	\$	23,735,961	\$	-	\$	23,735,961
Site Improvements	\$	5,100,000	\$	-	\$	-	\$	-
Vallejo Prop Purchase Northgate	\$	6,800,000	\$	6,871,471	\$	-	\$	6,871,471
Student Success Center/LRC	\$	22,000,000	\$	200,000	\$	(200,000)	\$	-
Career Technology Building/ECHS	\$	21,900,000	\$	10,100,000	\$	(5,100,000)	\$	5,000,000
Vallejo Center HVAC Upgrade	\$	-	\$	2,135,178	\$	-	\$	2,135,178
INFRASTRUCTURE IMPROVEMENTS	\$	37,800,000	\$	87,117,331			\$	76,292,331
IT Infrastructure Improvements	\$	14,000,000	\$	13,471,000	\$	1,175,000	\$	14,646,000
Utility Infrastructure Upgrade (Energy)	\$	23,800,000	\$	24,671,331	\$	-	\$	24,671,331
Solar Energy (5 Megawatt Solar Installation)	\$	-	\$	14,000,000	\$	-	\$	14,000,000
Replacement Substations 3 and 4	\$	-	\$	8,250,000	\$	(1,500,000)	\$	6,750,000
Replacement Substations 5	\$	-	\$	-	\$	1,500,000	\$	1,500,000
Pool Deck Replacement	\$	-	\$	1,225,000	\$	-	\$	1,225,000
Central Plant Replacement	\$	-	\$	12,500,000		-	\$	12,500,000
Water Conservation/Environmental Impact Improvements	\$	-	\$	3,000,000	\$	(3,000,000)		-
Underground Hydraunic Chilled & Hot Water Loops	\$	-	\$	1,000,000	\$	-	\$	1,000,000
HVAC Environmental Safety Upgrades	\$	-	\$	6,500,000	\$	(6,500,000)		-
Underground 12,000 Volt Campus Loop	\$	-	\$	2,500,000	\$	(2,500,000)		-
ADA & CLASSROOM IMPROVEMENTS	\$	19,200,000	\$	33,220,027			\$	41,328,261
Small Capital Projects	\$	8,300,000	\$	25,417,027	\$	8,135,444	\$	33,552,471
ADA Improvements	\$	10,900,000	\$	7,803,000	\$	(27,210)		7,775,790
PLANNING, ASSESSMENTS & PROGRAM MGMT	\$	25,400,000	\$	48,736,000			\$	53,531,570
Includes Program Management, Project PM/CM Services,	~	25 400 000	~	40 700 000	~	A 70F F70	~	
District Staff, Professional Services, Assessments, Education Master Plan, Facilities Master Plan, District Standards & Updates, Bond Issuance	\$	25,400,000	\$	48,736,000	\$	4,795,570	\$	53,531,570
RESERVE & INTEREST*	\$	17,400,000	\$	3,864,757			\$	3,543,893
Program Reserve (5%)	\$ \$	17,400,000	ې \$	3,247,505	\$	(347,351)		2,900,154
Treasury Fees (3/31/23)	\$ \$	-	ې \$	3,247,505 617,252	· ·	26,487	ې \$	643,738
TOTAL BOND SPENDING PLAN	\$	348,000,000	ې \$	354,532,463	ڊ ا	20,407	ې \$	355,451,215
	Ļ	3-8,000,000	-		ć		-	555,451,215
Bond Interest Earned (3/31/23)			\$	-	\$	-	\$	-

LEGEND:

No Color - Closed Projects Yellow Color - Projects in Progress Green Color - Future Projects

AGENDA ITEM 12.(c) **MEETING DATE** August 2, 2023

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

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO ALLANA BUICK & BERS, INC. FOR ADDITIONAL ON-SITE MONITORING SERVICES FOR THE VACAVILLE WATER INTRUSION PROJECT
REQUESTED ACTION	:
Information OR	⊠Approval ⊠Non-Consent

SUMMARY:

On April 19, 2023 the Board approved an Architectural Engineering Professional Services contract to Allana Buick & Bers, Inc. (ABB). Scope of services for the project include providing on-site investigation of existing water intrusion throughout the facility and production of a comprehensive report detailing remedies. Consultant completed nozzle testing, and limited destructive testing to observe impacts to interior of walls (repairs were included in scope for walls opened).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Renovating existing instructional space and equipment.

Ed. Code: NA Board Policy: NA	Estimated Fiscal Impact: \$3,360.00 Measure Q Funds
SUPERINTENDENT'S RECOMMENDATION:	☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Lucky Lofton	
VP, Facilities & Executive Bonds Manager	
PRESENTER'S NAME	_
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	Celia Esposito-Noy, Ed.D.
	Superintendent-President

(707) 863-7855

TELEPHONE NUMBER Lucky Lofton VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

July 24, 2023

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

August 2, 2023

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM12.(c)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO ALLANA BUICK & BERS, INC. FOR ADDITIONAL ON-SITE MONITORING SERVICES FOR THE VACAVILLE WATER INTRUSION PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant produced an isolated report focusing on the results of their testing at Lecture Hall Room 131. ABB has made a recommendation to address the water leakage in this portion of the facility and included a proposal for on-site monitoring during the repairs, and re-testing the subject location upon completion of the remedies.

Board approval is requested for Amendment #1, which includes additional time extension through completion of the lecture hall repairs, and twelve (12) additional monitoring hours for Allana Buick & Bers, Inc. to complete their work.

Agreement Summary:

- \$ 82,600.00 Original Contract Amount
- \$ 3,360.00 Proposed Amendment #1
- \$ 85,960.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Allana Buick & Bers, Inc. for an extension of time through September 30, 2023 and for an increase in fee by an additional \$3,360.00.

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

AMENDMENT NO. 01 TO AGREEMENT

PARTIES

This **First** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Allana Buick & Bers, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Architectural Engineering Services Agreement ("Agreement"), dated April 19, 2023, for services related to the District's **Vacaville Water Intrusion Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **Vacaville Water Intrusion Project**; and

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

AGREEMENT

1. Section 2. Term of the Agreement is amended to read:

2. Term. Consultant shall commence providing services under this Agreement on May 1, 2023 and will diligently perform as required and complete performance by September 30, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4. Term of the Agreement is amended to read:

Compensation. District agrees to pay the consultant for services satisfactorily rendered pursuant to this agreement a total fee not to exceed **Eighty-Five Thousand, Nine Hundred Sixty Dollars (\$85,960)**. District shall pay consultant according to the following terms and conditions:

4.1 Payment for the work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the consultant submits an invoice to the District for Work actually completed and after the District's written approval of the work, or the portion of the work for which payment is to be made.

4.2 The itemized invoice shall reflect the hours spent by the consultant in performing its services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in Exhibit "B".

3. Exhibit A – Scope of Services is amended to read:

Scope of Work:

- 1. Assessment and Reporting Services
 - a. Receive and review the pertinent documents made available to us including leak history, age of assembly, all available previous documents including maintenance history, reports and construction documents

- b. Conduct a visual inspection of the assemblies and meeting client on site on (1) occasion to discuss the project, clients needs, scheduling, and any specific concerns
 - i. Scope includes one (1) consultant onsite for up to eight (8) hours for this meeting
- c. Consultant will prepare and provide a Test Plan describing the extent of testing and the locations to be tested
 - i. The memo will include locations to be tested, time and date of testing, a description of testing and assumptions that help the contractor prepare for upcoming testing
- d. Consultant will conduct a five (5) day site visit to visually assess, test and document existing conditions. During the visit, consultant will complete water spray testing and destructive testing services. Observations will be documented with field notes, sketches, and digital photographs which will be the basis for our assessment report
 - i. Consultant to perform isolated water spray testing to locate or verify the leak sources
 - Consultant will provide hoses and nozzle. District to provide point of connection for water source with minimum of 25psi within 20 feet of work area
 - ii. DT Contractor will perform destructive testing
 - iii. Scope includes two (2) consultants onsite for five (5) days of spray testing and destructive testing.
- e. Consultant will prepare a report of observations, recommendation for additional investigation and testing as necessary, and preliminary repair recommendations
 - i. Report will include results of the water testing and destructive testing
 - ii. Report will include photographs of findings annotated with issues
 - iii. Report will include additional testing, if needed, with a budget for more testing and assessment
- f. Consultant will meet with District on two (2) occasions to review report, answer questions, and discuss next steps
 - i. Assumes four (4) hour meetings each
- g. Consultant will observe and assist CAWC during mobilization and repairs made at Lecture Hall
 - i. Respond/Answer field inquiries from contractor
 - ii. Review scope of work with contractor on site
 - iii. Post repair water testing to confirm adequacy of remedy
- 4. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
- 5. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated:_____, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

By:

Print Name: Lucky Lofton Print Title: VP, Facilities and Executive Bonds Manager

Dated:		, 2023
--------	--	--------

Allana Buick & Bers, Inc.

Ву:_____

Print Name:	
Print Title:	

AGENDA ITEM12.(d)MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

Members of the Governing Board

SUBJECT:PUBLIC NOTIFICATION OF A PEER REVIEW TEAM
VISIT AND THIRD-PARTY COMMENT

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	⊠Non-Consent

SUMMARY:

TO:

As part of the re-accreditation process, an accreditation peer review team will conduct a focused site visit at Solano Community College during the week of September 23, 2024. The College has published timelines for the Institutional Self-Evaluation Report, including the date of the team visit, as well as a link to the ACCJC Third-Party Comment Form on the College's Accreditation webpage: https://welcome.solano.edu/accreditation-homepage/

The College complies with the Commission *Policy on Rights, Responsibilities, and Good Practice in Relations with Member Institutions* as to third-party comment.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals			
Basic skills education			
Workforce development and training			
Transfer-level education	0		
Other:			
	Pound Dolimy	Estimated Fiscal Impact:	
<i>Ed. Code: § 602.23(b)</i>	Board Policy:	Estimated Fiscal Impact:	
SUPERINTENDENT'S RECOMMENDA	ATION:	APPROVAL DISAPPROVAL NOT REQUIRED TABLE	
David Williams, Ph.D.			
Vice President, Academic Affairs			
PRESENTER'S NAME			
4000 Suisun Valley Road			
Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed.D.	
		Superintendent-President	
707 864-7117			
TELEPHONE NUMBER			
David Williams, Ph.D.			
Vice President, Academic Affairs		August 2, 2023	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
		SUPERINTENDENT-PRESIDENT	
July 13, 2023			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDEN	Г		

AGENDA ITEM 12.(e) **MEETING DATE** August 2, 2023

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

TO: Members of the Governing Board

SUBJECT: NATIONAL UNIVERSITY COMMUNITY-BASED COUNSELING SERVICE AGREEMENT

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY: This Community-Based Program Services Agreement (the "Agreement") is entered into effective June 20, 2023 (the "Effective Date") between John F. Kennedy School of Psychology & Social Sciences at NATIONAL UNIVERSITY, a California nonprofit, public benefit corporation as part of the National University System, "University" and Solano Community College ("Affiliate") located at 4000 Suisun Valley Road, Building 400 - Counseling Fairfield, CA, 94534 (address).

STUDENT SUCCESS IMPACT:

 \boxtimes Help students achieve their educational, professional and personal goals Basic skills education

Workforce development and training

Transfer-level education

Other:

Ed. Code:

Board Policy:

Estimated Fiscal Impact: N/A APPROVAL **NOT REQUIRED TABLE**

DISAPPROVAL

SUPERINTENDENT'S RECOMMENDATION:

Lisa Neeley Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley

VICE PRESIDENT APPROVAL

July 18, 2023

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT August 2, 2023

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT



Community-Based Counseling Services Agreement

This Community-Based Program Services Agreement (the "Agreement") is entered into effective June 20, 2023 (the "Effective Date") between John F. Kennedy School of Psychology & Social Sciences at NATIONAL UNIVERSITY, a California nonprofit, public benefit corporation as part of the National University System, "University" and Solano Community College ("Affiliate") located at 4000 Suisun Valley Road, Building 400 - Counseling Fairfield, CA, 94534 (address).

RECITALS

Whereas, National University is a private institution of higher education accredited by the WASC Senior College and University Commission ("WSCUC") offering PsyD and MFT programs to its students.

Whereas, clinical education regarding individuals, families, and groups is a required and integral part of the University's educational curriculum;

Whereas, Affiliate has the facilities to provide a clinical experience (the "program") to the University's students (which include John F. Kennedy University/National University students and recent graduates and student counselors from St. Mary's College of California, hereinafter, collectively, the "Students") and Affiliate wishes to enhance its capacity to provide mental health services to its community;

Whereas, Affiliate shall pay to University a total fee of up to \$ 10,000.00 as compensation for the mental health services provided through its Students in accordance with **Exhibit A** attached hereto; and

Whereas, it is in the mutual interest and benefit of University and Affiliate (hereinafter, collectively, "the Parties") that the Students obtain their clinical experience at Affiliate in accordance with University's educational programs and the requirements of applicable accreditation organizations;

Now, therefore, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

I. Duties and Responsibilities of University

A. <u>Administration of Program</u>: University shall have exclusive control over all academic issues concerning the Program, which shall include, without limitation: selection of course content and required textbooks; provision and care of all necessary Student educational supplies and equipment; delivery of instruction; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students' prior education; evaluation of Students' progress; scheduling courses; awarding academic credit; setting requirements for clinical hours; and conferring degrees; provided that Affiliate retains the right to terminate the participation of any Student who, at the discretion of Affiliate or the University, does not comply with the requirements of the program or the rules and regulations of Affiliate.

B. <u>Selection of Student Participants</u>: University shall recruit and select Students, who have been mutually agreed upon by the Parties, who are appropriately credentialed, licensed, and otherwise authorized to participate in their clinical experience program.

C. <u>Oversight and Supervision of Students' Clinical Program and Practice</u>: University shall designate its own representative qualified by training and experience to plan, assign, oversee, and evaluate the Students' program activities, consistent with proper patient care and the educational needs and physical and emotional well-being of the



Community-Based Counseling Services Agreement

Students. The names, phone numbers, and e-mail addresses of the representative shall be provided to Affiliate. A representative shall be designated by University to coordinate with and be liaison to Affiliate regarding the Students' schedules and clinical practice. University shall notify Affiliate of any changes in representatives, curriculum, and policy that may affect the program.

D. <u>Number and Schedules of Students</u>: University shall provide Affiliate with the names, phone numbers, and email addresses of Students in the program. University shall cooperate with Affiliate in coordinating, reviewing, and assigning work schedules of these Students while attending Affiliate. University and Affiliate will also mutually agree to the dates and length of the internship.

E. <u>Background Checks</u>: University will ensure that each Student assigned to Affiliate has passed a background check within six (6) months prior to commencement of the clinical program placement. The background check is to consist of, at least, the following screens: (a) U.S. County Criminal; (b) Residency History; (c) Social Security Verification; (d) Nationwide Sexual Offender Index; (e) Nationwide Healthcare Fraud and Abuse Scan; and (f) U.S. Patriot Act. In addition, the University will determine and confirm with Affiliate that each Student assigned to Affiliate, at a minimum:

1. has not been convicted of a felony, or misdemeanor involving any violent act, use or possession of a weapon, or act of dishonesty for which the record had not been sealed or expunged; and

2. is otherwise fit to participate in the program based on such information.

Upon request, University will provide Affiliate with written evidence that the above-referenced background check was performed prior to participation in the program. Expenses for background checks are to be covered by the University or the Students.

- F. <u>Students' Requirements</u>: University shall advise all Students on their obligations to:
 - comply with: (a) Affiliate's applicable rules, regulations, policies, and procedures; (b) State and Federal laws and regulations; and (c) applicable standards and regulations of all applicable accreditation, professional, and ethical organizations.
 - 2. when applicable, cooperate in the timely preparation and maintenance of a complete medical record, on forms provided by Affiliate, of each patient in whose care Students participate. The medical record shall, at all times, remain the property of Affiliate, and shall never be taken outside Affiliate by any Students or University Faculty. Failure to comply with this requirement will be cause for Counselor discipline, including possible dismissal from the program.
 - 3. Participate, consistent with the terms of this Agreement, in Affiliate's quality improvement, compliance, and risk management activities relevant to the Students' activities at Affiliate.
 - 4. University understands that Affiliate may require Student to submit to Affiliate the following documents as a condition of their placement:
 - a. Proof of immunization or positive serology (titer) for rubella, measles (rubeola), mumps, and varicella;



Community-Based Counseling Services Agreement

- b. Evidence of Hepatitis B either positive antibody titers or immunization (or a signed waiver for non-compliance);
- c. Annual proof of negative tuberculosis testing by PPD skin test, or evidence of a negative chest x-ray;
- d. Proof of any other health requirements of Affiliate and/or applicable State or Federal regulatory agency.
- e. Upon Affiliate request, University will inform each student to submit copies of said documentation to Affiliate.

G. <u>Transportation</u>: Students are responsible for their own transportation to and from Affiliate.

H. <u>Health Insurance Portability and Accountability Act of 1996 (HIPAA)</u>: University and Students will comply with applicable Federal laws and regulations governing the privacy of patients' protected health information and the use and/or disclosure of individually identifiable health information. Neither Affiliate nor the Students will, nor will they be asked to, provide University any individually identifiable health information of Clinic patients, in any form or media, and the University will not create, receive, maintain, or transmit such information in any form or media. Any Affiliate patient's individually identifiable health information the University acquires in any way will be immediately returned to Affiliate, and University will not use, disclose, or disseminate such information in any way before or after its return. The Parties agree that the University is neither a "Covered Entity" nor a "Business Associate" under HIPAA, and so no Business Associate Agreement is necessary. Before allowing Students to participate in any clinical program subject to this Agreement, the University shall ensure that Students complete Affiliate's patient privacy and confidentiality training program and materials regarding HIPAA, and California's Confidential Medical Information Act, and any other applicable laws, regulations, and ordinances, before beginning their clinical rotation at Affiliate.

I. <u>Family Educational Rights and Privacy Act (FERPA)</u>: Notwithstanding Section H. above, University acknowledges that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than Affiliate. Affiliate agrees to provide University with guidance with regard to compliance by Students with FERPA. University shall ensure that its Students, University instructors and faculty keep confidential and hold in trust, all confidential information of Affiliate and all information relating to its Students and shall not disclose or reveal any confidential or personally identifiable information, including information relating to Students' experience in the program, to any third party without the prior, express and written consent of Affiliate.

J. <u>No Compensation or Entitlement to Benefits</u>: University agrees, and shall advise Students, University instructors and faculty, that all Students, University instructors and faculty are not employees, agents or contractors of Affiliate and that they will not be compensated by Affiliate and are not entitled to benefits or compensation of any kind or nature normally provided employees of Affiliate and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.



Community-Based Counseling Services Agreement

K. <u>Accreditation</u>: University shall at all times during the term of this Agreement be licensed or qualified to offer the Program to Students.

L. <u>Mandatory Instruction and Reporting</u>: Before a Student is assigned to the program at Affiliate, University shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (California Penal Code sections 11164-11174.35).

II. Duties and Responsibilities of the Affiliate

A. <u>Structure of the Clinical Program</u>: Affiliate shall provide non-exclusive access to Affiliate's premises and access to clinical practice to University Students designated by University, appropriate for successful completion of University's training program, and provided such access does not unreasonably interfere with the regular activities at Affiliate.

B. <u>Orientation</u>: Affiliate shall orient the faculty and Students to the rules, regulations, and practices of Affiliate, and shall also provide necessary regulatory, safety, and compliance training.

C. <u>Oversight Obligations</u>: Affiliate retains professional and administrative responsibility for services rendered to its patients as a condition of licensure required by Title 22, California Code of Regulations §70713, and any other applicable regulations or statutes. Accordingly, Affiliate shall maintain sufficient and qualified supervisors and staff in the departments where Students may be assigned for instruction and practice.

D. <u>Staff Mentor</u>: If specifically requested by University, Affiliate shall designate an on-staff professional with at least two (2) years clinical experience, to help Students fulfill specific clinical practice requirements mutually agreed upon by Affiliate and University.

E. <u>Reservation of Rights Regarding Discipline</u>: Affiliate reserves the right to reasonably discipline any Student or University instructor who fails to comply with Affiliate's policies and procedures. Discipline may result from conduct, work, or health status that, in the reasonable discretion of Affiliate's supervisors, (a) creates a risk of harm to others, (b) materially interferes with Affiliate's ability to care for patients, or (c) impairs the Student's or University instructor's participation in the clinical experience. In the event of such discipline, Affiliate shall notify University's faculty member liaison or the appropriate Assistant Dean or Dean. Appropriate Affiliate and University personnel shall reasonably try to discuss the incident before any final decision is made, but whether or not that happens, it is solely up to the Affiliate to decide whether any Student or instructor may be present at Affiliate at any time.

F. <u>Confidentiality of Student Records (FERPA):</u> If Affiliate, its employees or agents are provided access to any Student Information, Affiliate acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), for the handling of such information. Affiliate will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA. Affiliate shall be subject to and agrees to abide by University's established and published FERPA policies.

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Community-Based Counseling Services Agreement

G. <u>Student Progress Reports</u>: Without invading or infringing legal privacy rights enjoyed by the Students, Affiliate shall provide University all information reasonably requested concerning any Student's clinical performance. Affiliate shall participate in the evaluation of Student performance only as agreed upon by the University appointed representative, University, and Affiliate.

H. <u>Provided Materials</u>: For the benefit of Students and University, Affiliate shall: reasonably permit use of appropriate instructional materials, provide procedure manuals as necessary and available, and reasonably make available relevant administrative policies and procedures, job descriptions, and definitions.

I. <u>Space and Storage</u>: Affiliate agrees to provide Students with space and an amount of storage reasonably necessary for University's materials for use in the Program.

J. <u>Compliance</u>: Affiliate shall provide the University with a copy of their Code of Conduct and corporate compliance materials that describe Affiliate's plan for ensuring integrity, and ethical and legal compliance, with all applicable Federal and State laws.

K. <u>Licensure and Accreditation</u>: Affiliate shall maintain its facilities to conform to the requirements of the California Department of Health Services and, in addition, for acute care facilities, the Joint Commission on Accreditation of Health Care Organizations.

L. <u>First Aid</u>: Within its capacity, Affiliate shall provide any necessary emergency health care or first aid for a Student in the event that an accident occurs at Affiliate. Any emergency health care or first aid provided by Affiliate shall be billed to the Student or, for University instructors, to University, at Affiliate's normal billing rate for private pay patients. Except as provided in this section, Affiliate shall have no obligation to furnish medical or surgical care to any Student or University instructor and Students, University instructors and faculty are responsible for the costs of his/her/their own health insurance and medical costs.

III. <u>Payment of Services</u>: If applicable, Affiliate and University agree that it is the Parties' intent to fund and support the clinical experience practicum and services provided by the Students pursuant to this Agreement. Affiliate shall pay for services performed in accordance with this Agreement according to the payment and fee schedule contained in **Exhibit A** attached herein. Affiliate shall render payment to University upon receipt of an invoice from University. **Compensation (check one):**

- 1.
 There is no form of compensation between University and Affiliate at this time regarding the subject of this Agreement, other than the coordination of stipend payments as detailed in **Exhibit A**. Any and all financial consideration between University and Affiliate that might arise in the future must be the subject of a separate written agreement.
- 2.
 There is no form of compensation between the University and Affiliate at this time regarding the subject of this Agreement. Any and all financial consideration between the University and Affiliate that might arise in the future must be the subject of a separate written agreement.



Community-Based Counseling Services Agreement

- 3. Services performed in accordance with this agreement will be funded by a third party payer as detailed in **Exhibit A**. Any and all financial consideration between University and Affiliate that might arise in the future must be the subject of a separate written agreement.
- **4.** ⊠ Affiliate shall pay for services performed in accordance with this agreement according to the payment and fee schedule contained in **Exhibit A.**

IV. Insurance:

A. Affiliate will self-insure or obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$3,000,000 (three million) in the aggregate, with no exclusion for molestation or abuse. Affiliate will provide University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, Affiliate and University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either Affiliate University.

B. University agrees to maintain insurance as described below, throughout the entire term of this Agreement:

- 1. Malpractice Insurance, with a limit of no less than \$1,000,000 per incident and \$3,000,000 in the aggregate per year;
- General and Contractual Liability Insurance, providing coverage for contractual liability, general liability, personal injury, medical expenses and property damage, with a limit of \$1,000,000 per incident and \$3,000,000 in the aggregate per year;
- 3. Property Insurance to cover University's own property and equipment; and
- 4. Workers Compensation Insurance in such coverage amounts as required by applicable law, with a yearly premium of no less than \$70,000 or any greater amounts as required by law.

With respect to professional liability insurance, University shall purchase tail coverage for a period of no less than five 5 years after the termination date hereof and cover its obligations and any and all acts or omissions by it, its Students, or its personnel hereunder. University agrees to provide Affiliate with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Solano Community College as additional insureds in conjunction with this Agreement.

The Certificates of Insurance of both Parties shall provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the coverage requirements of this section.

V. Mutual Terms and Conditions

A. <u>Term of Agreement</u>: This Agreement shall commence on the Effective Date specified in the first paragraph on page 1, above, and shall continue in effect for one (1) year, or until earlier terminated according to the terms of this Agreement. Upon expiration of the original term, the Agreement shall be automatically extended for additional one (1) year periods. During this Agreement's term either party may reopen negotiations, in whole or in part, by giving thirty (30) days prior written notice to the other party.



Community-Based Counseling Services Agreement

B. <u>Termination of Agreement Without Cause</u>: Either party may terminate this Agreement, for any reason, by giving the other party written notice thirty (30) days prior to the termination date. But such termination by either party shall not be effective, at the election of the other party, as to any Students who are currently participating in the program at the date of the written notice, until such Students have completed the program for the then current quarter.

C. <u>Termination of Agreement for Cause</u>: Either party may terminate this Agreement due to a material breach, to be effective immediately, in the event that the breaching party does not cure the material breach within ten (10) days after receipt of receipt of written notice of such breach from the non-breaching party. In the event of termination by Affiliate pursuant to this Section V.C., the provision of services shall immediately cease and Affiliate will pay, upon invoicing, a pro rated amount for services provided by University up until the effective date of termination.

D. <u>Amendment or Modification</u>: This Agreement may be amended, supplemented, modified, or altered at any time only by mutual written consent of the Parties. Without limitation, Affiliate and University agree to amend this Agreement to the extent required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

E. <u>Non-discrimination</u>: The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, Peralta Community College District Board Policy 3410, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Neither party shall unlawfully discriminate in its performance of this Agreement on the basis of race, creed, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, age, physical or mental disability, marital status, military or veteran status, or any other legal classification.

Furthermore University understands that nothing in this Agreement alters or abrogates Affiliate's rights and obligations as a secular organization that may not discriminate on the basis of religion.

F. <u>Objections of Conscience</u>: The Parties agree that no Student or University instructor will be required to participate in any procedure that is contrary to his or her religion or conscience. Among other things, this may mean that Students or University instructors may not participate in clinic areas where such participation would be contrary to their religion or conscience.

G. <u>Publicity</u>: Neither University nor Affiliate shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program, without the prior written consent of the other party.

H. <u>Records</u>: It is understood and agreed that all records, other than Student evaluation records and information, shall remain the property of Affiliate. Student records shall remain the property of University.

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Community-Based Counseling Services Agreement

I. <u>Reservation of Rights Regarding Placement</u>: Both Parties reserve the right to withhold placement of Students with or without cause. Affiliate may not assign Students to locations other than those previously agreed upon with the University without the prior written consent of University.

J. <u>Choice of Law</u>: This Agreement shall be governed in all respects by the laws of the State of California.

K. <u>Relationship of Parties</u>: As between University and Affiliate there is no employee, independent agreement or consultant relationship. The Students and University instructors when at Affiliate are volunteers, though for HIPAA compliance purposes the Students are considered part of Affiliate's "workforce" as that term is defined in the HIPAA regulations. This Agreement shall not create a partnership, joint venture, or business association between University, any of its Students, and Affiliate, and no Business Associate Agreement is needed.

L. <u>Indemnification</u>:

a. Indemnity by University: University shall hold harmless, defend and indemnify Affiliate and its directors, trustees, officers, agents, employees and students to the extent permitted by law, against any and all claims of loss, liability, damage, including death, sickness or injury to persons or property, or expense, including any direct, indirect or consequential damages and reasonable attorneys' fees and defense costs awarded by a court of competent jurisdiction, to the extent arising from or connected to University's performance of this Agreement, including, but not limited to, its Students, instructors, counselors, or other faculty or personnel's (collectively, "University Parties") performance of the services or its provision of services and supervision under this Agreement which directly results from the intentional, willful, wanton, reckless or negligent conduct or omissions in connection with or arising out of the activity which is the subject of this Agreement. To the extent that any claim of loss, liability or damage results from the negligence or willful misconduct of Affiliate, University shall not be responsible for such portion of the claim and indemnification shall be administered on a comparative fault basis.

b. Indemnity by Affiliate: Affiliate shall hold harmless, defend and indemnify University and its directors, trustees, officers, agents, employees and students to the extent permitted by law, against any and all claims of loss, liability, damage, including death, sickness or injury to persons or property, or expense, including any direct, indirect or consequential damages and reasonable attorneys' fees and defense costs awarded by a court of competent jurisdiction, to the extent arising from or connected to Affiliate's performance of this Agreement which directly results from the intentional, willful, wanton, reckless or negligent conduct or omissions in connection with or arising out of the activity which is the subject of this Agreement. To the extent that any claim of loss, liability or damage results from the negligence or willful misconduct of University, Affiliate shall not be responsible for such portion of the claim and indemnification shall be administered on a comparative fault basis.

M. <u>Dispute Resolution</u>: In the event of any dispute arising between the Parties concerning the interpretation or enforcement of the provisions of this Agreement, the Parties agree to first attempt in good faith to resolve the dispute between them. If that effort leads to the Parties seeking to mediate their dispute, the deadlines in the rest of this section will not begin to run unless and until the mediation effort is abandoned, in writing, by one or both Parties. If the



Community-Based Counseling Services Agreement

Parties cannot resolve the dispute (a) within thirty (30) days from the first notice in writing by either party of the existence of a dispute, or (b) through mediation efforts, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association in San Francisco.

N. <u>Interruption of Service</u>: Either party shall be excused from any delay or failure in performance under this
 Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited
 to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The
 obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the
 period of excusable interruption. If interruption of a party's services continues in excess of thirty
 (30) days, the other party may terminate this Agreement upon ten (I0) days prior written notice to the other party.

O. <u>Severability</u>: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during its term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

P. <u>Waiver</u>: Waiver by either party of any breach of any provision or warranty or representation of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

Q. <u>Counterparts</u>: This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Electronic or scanned signatures will be deemed to have the same effect as original.

R. <u>Entire Agreement</u>: This Agreement represents the complete understanding between University and Affiliate. It shall supersede any and all prior oral or written understandings and promises relating to this subject matter.

S. <u>Additional Terms and Conditions</u>: Any attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement whatever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

T. <u>Notices</u>: All notices under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been fully given or made upon receipt) by (a) deposit in the United States mail, postage prepaid, certified mail, return receipt requested, or (b) deposit in the United States mail, and also e-mailed on the same date. All notices shall be addressed as follows:

National University	
Timothy Ford, MA, LMFT	



Community-Based Counseling Services Agreement

Associate Dean, Professional Training & Academic Operations 100 Ellinwood Way, Pleasant Hill, CA 94523 <u>tford@nu.edu</u> (925) 969-3424

U. <u>Authority</u>: The undersigned represent that they are authorized to sign on behalf of and to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

National University
Dave C. Lawrence, MBA, Ed.D
Vice Chancellor, Admin. & Finance, CFO
Signature:
Date:

Solano Community College Celia Esposito-Noy Superintendent-President, Solano Community College

Signature:

Date:



Community-Based Counseling Services Agreement

Exhibit A: Compensation and Payment

Affiliate shall pay for services performed in accordance with this agreement according to the Compensation and payment schedule contained in this exhibit.

Compensation Terms:

Affiliate agrees to compensate University for performance of services on the following basis. University will make best efforts to provide services to Affiliate at a rate of \$10,000 per unit of service. Affiliate will pay for units of service that were fulfilled according to the payment schedule below.

Affiliate may request additional units of service at the same rate via email to University Representative.

Agreement Term: September 15, 2023 – September 15, 2024

Itemization of Cost per Unit of Service Requested

Affiliate Location	Units of Service	Total Cost
Solano Community College	3	\$30,000

Payment Schedule:

Payment Order	Service Dates	Amount Due	Invoice Sent By	Payment Due By
Initial Payment	October 1– January 31	\$10,000	January 1	February 1
Second Payment	February 1– May 31	\$10,000	May 1	June 1
Final Payment	June 1– September 15	\$10,000	September 1	September 30

Each invoice will bill for the cost of services provided within the corresponding time frame. Amount Due listed above is an approximation.



Community-Based Counseling Services Agreement

EXHIBIT B

University REQUIRED to Complete CRIMINAL BACKGROUND CHECK CERTIFICATION Consultant/Independent University Agreement - Criminal Background Check

Name of Independent Consultant/University:		•	National University	
Services to be performed under the Agreement:			Field Work Placement, Graduate School Psychology Trainees / Interns	
Locations where services will be performed:			Solano Community College	
Check the applicable box(es) and fill in any blanks.				
1		I certify that none of my employees, students, nor myself, will have more than limited contact with Affiliate counselors during the term of the Agreement.		
2A	x	If this box is checked, then Box 2B also applies and must be checked to indicate these employees or students have been fingerprinted. The following employees or students will have more than limited contact with Affiliate counselors during the term of the Agreement (attach and sign additional pages, as needed):		
2B	2B X I certify that the employees and students noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees or students have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.			

Certification by University

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the Affiliate, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the Affiliate immediately."

National University Dave C. Lawrence, MBA, Ed.D Vice Chancellor of Finance Signature:

Date:



Community-Based Counseling Services Agreement

EXHIBIT C School/College-Based Programs Description of Services and Responsibilities of Each Party

Definitions

Counselors, for the purposes of this exhibit, are defined as graduate students in the clinical experience practicum from JFKU and other universities, as well as volunteer pre-licensed clinicians (e.g., Associate MFTs), hired as volunteers by JFKU Office of Clinical Training ("UNIVERSITY"). Each Counselor is clinically supervised by a licensed clinician, hired by UNIVERSITY, who has been licensed for at least two years.

Counseling services include and are not limited to, providing individual, group, or family therapy, classroom observations, consultations/collateral meetings with school staff, parents and/or other helping professionals. Group and individual sessions will typically last 45-50 minutes. Student-Counselors will carry a minimum caseload of 5 face-to-face Student hours per week, per unit of service. This includes individual, family and group sessions. The maximum number of Student hours varies between each Student-Counselor. It is dependent upon their time/scheduling constraints and the amount of clinical supervision they are able to receive.

Point of Contact ("POC") is the person at the Solano Community College ("Affiliate") that will be available to the UNIVERSITY representative ("PROGRAM Representative") and Student-Counselors for questions and concerns regarding the School/College-Based Program (PROGRAM) placement.

Students are the Students of the Affiliate who are referred by the Affiliate to the Student-Counselor(s) and will receive counseling services from the assigned Student-Counselor(s).

Unit of service is defined as 6 hours of counseling services at Affiliate each week for the duration of this Agreement.

Responsibilities of University and Affiliate

Both Parties agree that:

•This Agreement is mutually beneficial, in that it allows Counselors to gain experience towards graduation and licensure in their respective fields through providing mental health services to the Students of Affiliate.

•Best efforts will be made to place the requested amount of Counselors within a reasonable time after the Effective of this Agreement.

• UNIVERSITY will not be liable for any damages resulting from the Affiliate's failure to ensure placement of Counselors within a reasonable time after the Effective Date of this Agreement.

• UNIVERSITY will pro-rate its fee for services if Counselors are not placed within thirty (30) days after the start date of this Agreement due to any delay caused by UNIVERSITY.

UNIVERSITY will not charge a fee for any requests of Counselors from the school that were not fulfilled by UNIVERSITY.
UNIVERSITY will uphold confidentiality standards and will not share any Student related written documentation that contains Student identifying information.



Community-Based Counseling Services Agreement

UNIVERSITY:

Will provide a PROGRAM Representative who will be available to the Affiliate liaison and Affiliate's POCs for coordination purposes and questions regarding the PROGRAM and the Counselors assigned to their schools.
Will provide specialized training orienting Counselors to the school culture and the roles and responsibilities of school personnel at the school site, and clinical issues that often arise in schools.

•Upon request by the Affiliate, may provide a utilization summary including any of the following information:

- number of Students referred for counseling services
- number of Students who received counseling services
- the top four reasons for referral for counseling
- ethnicity and gender of Student population who received counseling services

University Counselors:

•Will obtain a minimum of 5 face-to-face hours with Students per week contingent upon the Affiliate's ability to refer a reasonable amount of Students.

Will not miss more than two days of scheduled service per contract terms lasting less than 8-9 months and no more than 4 days of scheduled service per contract terms lasting 10-12 months. If more than the allotted days are missed, the Counselor(s) will make best efforts to make up the day. School holidays and breaks will not be considered missed days.
Will learn Affiliate policies and practices (promotion and retention, delivery of service for special needs Students, etc.).

- •Will learn the Affiliate's profile, background of Student population, and Student needs.
- •Will become familiar with their assigned schools and surrounding community's resources for Students.

•Will demonstrate sensitivity and cross-cultural competence when working with Students and families from diverse ethnic, economic, and cultural backgrounds.

•Will work collaboratively with professionals from various disciplines (e.g. teachers, school administrators, psychologists, social workers, etc.) to support Students' overall school success.

•Will assist Students and their families to access health, mental health, and/or support services available within the Affiliate and in the community when clinically appropriate.

•Will obtain the appropriate written consent to provide services for any and all Student's served.

•Will only be permitted to provide therapy to Students who are dependent adults or under the age of 18 after they have obtained the appropriate written consent of the parental/guardian, except in situations where a minor may legally and ethically consent for their own treatment.

•Will follow professional and ethical guidelines, school policies and procedures, and State and Federal law pertaining to providing therapy in a school setting.

•Will follow professional and ethical guidelines and State and Federal law pertaining to Student confidentiality. Information about a particular Student can and will only be shared with third parties if the Student provides written consent to exchange information with a specific third party. As a stipulation of receiving counseling services, Students will sign a Consent for Exchange of Information to share information with the Affiliate. However, Counselors will only share information verbally when it is in the best interest of the Student. The type of information shared will usually pertain to goals and progress in treatment and relevant emergency information.

•Will immediately notify the POC, the Counselor's supervisor and PROGRAM Representative in the event that an urgent or emergency circumstance is encountered by a Counselor, (i.e. call to police, hospitalization evaluation, safety concerns, etc.).



Community-Based Counseling Services Agreement

Affiliate:

•Will make best efforts to refer a reasonable amount of Students to the Counselor(s) in order to maintain a minimum caseload of 5 face-to-face hours with Students per week, per unit of service by the end of the Counselor's second month placed at that site.

•Will provide the Counselor with a POC that they can refer to for questions and in case of emergency. The POC will also be available to coordinate with the program Representative in order to ensure needs for both the Affiliate and UNIVERSITY are being met.

•Will give each Counselor an orientation to the Affiliate culture and the roles and responsibilities of personnel at the assigned school site.

•Will provide the Counselor with a room that will be uninterrupted while a Student is in session to protect Student confidentiality. The Affiliate will inform UNIVERSITY of the days of the week they will have room on campus for Counselors to conduct therapy.

•Will provide the Counselor with a UNIVERSITY Referral Form for each Student referred to therapy.

•POC will complete an end-of-contract term evaluation of the program upon request of UNIVERSITY.

AGENDA ITEM13MEETING DATEAugust 2, 2023

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

Members of the Governing Board

SUBJECT: BOARD STUDY SESSION – VETERANS RESOURCE CENTER

REQUESTED ACTION:

\times	Information
	Consent

Approval

SUMMARY:

TO:

A presentation on the Veterans Resource Center will be provided at the August 2, 2023 Governing Board Meeting.

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

OR

OR

Transfer-level education

Other:

Government Code:	Board Policy:	Estimated	d Fiscal Impact: None	
	Г			

SUPERINTENDENT'S RECOMMENDATION:	☐ AFFROVAL ☐ DISAFFROVAL ☑ NOT REQUIRED ☐ TABLE

Lisa Neeley Vice President of Student Services PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707 864-7000

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 25, 2023

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT August 2, 2023

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

DATE APPROVED BY SUPERINTENDENT-PRESIDENT